

**CITY OF LAKE OSWEGO
REQUEST FOR PROPOSALS**

**PERMIT FOR RESERVED USE OF
GEORGE ROGERS PARK PICKLEBALL COURTS
DURING CERTAIN HOURS AND DAYS**

The Lake Oswego Parks and Recreation Dept. (LOPR) invites proposals from qualified pickleball clubs for reserved use of the pickleball courts during certain times/dates at George Rogers Park, 611 S. State St., Lake Oswego.

Objective: LOPR seeks a non-discriminatory pickleball club that can provide for scheduled, high-use of the George Rogers pickleball courts during the Club's period of reserved use for its members, by promoting member games, lessons, tournaments, and clinics, and providing for coordination of such uses on the courts. Club must have record of successful, professional relationship with other Parks departments or similar, have tools for communication and scheduling with its members. Club must provide to LOPR its membership contact information for LOPR to directly communicate with Club members regarding LOPR activities, including "public time" for play on LOPR's pickleball courts.

Days / Times of reserved Use of Pickleball Courts: Up to the following hours/days:

M-W-F-SUN: 8am - 12pm

Tu-Th-SAT: 4pm- 8pm or sunset, whichever is earlier

Terms of Reserved Use and Requirements of Permittee: See Permit

Deadline for Submission of Proposal: 5:00 p.m. November 30, 2021. Submissions received after this time will be considered non-responsive and will be returned without review.

Proposal Submission Procedure:

1. In Person. Submit to the front desk at the Parks & Recreation Department at 1575 Stafford Road, Lake Oswego, OR during regular business hours of the Parks & Recreation Department.
2. Email. Send email to jwirtz@lakeoswego.city; label subject line of email: "Pickleball Courts RFP", and provide return email address. (If no reply within 2 hours, telephone 503-675-2546.)
3. Mail: Jan Wirtz, City of Lake Oswego, P.O. Box 369, Lake Oswego, OR 97034.

Questions?

All communication and correspondence pertaining to this Request for Proposals should be directed to:

Project Manager Jan Wirtz P.O. Box 369, Lake Oswego, OR 97034	Phone: 503- 675-2546 e-mail at jwirtz@lakeoswego.city (email is not deemed submitted until receipt confirmed).
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Club Minimum Qualifications

1. At least 1 year of operation.
2. Maintain membership records (selected Club will provide membership roster to LOPR so LOPR may communicate directly with Club members regarding LOPR Park Facilities, including pickleball court availability during non-Club priority dates/times).
3. Maintain a website or other means to communicate with members
4. Have a method to schedule games among members.
5. Open to all comers to join. Membership in the club must be non-discriminatory as to:
 - i. Member’s level of play
 - ii. Member’s residence location
 - ii. No membership discrimination on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation or gender identity.
6. Provide at least one reference from other operator of pickleball courts, e.g., city/district parks department.
7. Club leadership through member-elected Board of Directors, with at least one Lake Oswego resident member serving on the Board. Officers chosen by Board of Directors or Members.

Terms of Use of Specific Area: See attached Permit

Proposal Schedule: The following represents LOPR’s target schedule for the RFP. The City reserves the right to amend the target schedule at any time.

RFP issuance:	November 5, 2021
Question Deadline:	5:00 pm, November 19, 2021
Deadline to Issue Addenda	5:00 pm, November 23, 2021
Proposal due date:	5:00 p.m., November 30, 2021
Complete Review of Proposals	5:00 p.m., December 7, 2021
Issuance of Notice of Intent to Award	5:00 pm. December 8, 2021
End of Protest Period:	5:00 pm. December 11, 2021
Start of scheduled club hours of play:	January 1, 2022

Proposal Format: Please limit the total length of your proposal to a maximum of twelve (12) double sided or twenty-four (24) single sided 8 ½ x 11” pages (excluding cover pages, table of contents, dividers, Club bylaws, minutes, newsletter, rules of conduct). Font shall be a minimum of 10 Arial and margins are limited to no less than .5” for sides and top/bottom. Please, no embedded documents. Proposals that do not conform to these requirements may be rejected.

Proposal Submittal Requirements

A. Cover Letter

Please highlight the content of the proposal.

B. Club Information

- i. Provide name, address and contact information for Proposer
- ii. Number of years the club has been in existence (minimum 1 year required)
- iii. Number of Members – please provide total membership numbers for current and past three years.
- iv. For 1 year period: number of member games arranged, lessons coordinated, tournaments hosted, tournaments attended, clinics held.
- v. If Club has “Rules of Conduct” for members, provide copy.
- vi. Include a general description of the Club and any unique aspects or benefits provided by Club.

C. Provide material to demonstrate *Club Minimum Qualification* requirements met.

D. Provide additional material in response to *Evaluation Criteria*, such as

- i. Club bylaws
- ii. Board minutes (last 3 meetings)
- iii. Newsletter (not more than last 3 issues) or Website URL and “guest” login username and password in order to review website communications tools to members.

E. If propose less than the maximum Days / Times of reserved Use of Pickleball Courts stated above, indicate what portion of the days/times the Club is proposing for reserved use of the courts.

F. Reference(s) from other operators of pickleball courts, e.g., city/district parks department.

G. Provide any information that distinguishes the club from other clubs and any additional information applicable to this RFP that might be valuable in assessing the club’s proposal.

H. Objections to the terms of the Permit

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Evaluation Criteria and Weighting

For Proposals that meet the Club Minimum Qualifications, the proposals shall be evaluated and weighted as follows:

Criteria	Standard	Weighing Factor Points
Cover Letter	Clear and concise summary of proposal	5
Club Information	<ul style="list-style-type: none"> • Demonstrate active club, with membership that uses pickleball courts for individual and group events, and whether the club helps arrange for lessons and clinics, and hosts or attends tournaments. The ideal club should have enough members that would substantially utilize the LOPR courts for play during the periods of reserved use, although history of membership growth may indicate that there remains the potential for new members to utilize the courts. • Demonstrate ease of tools used by members to schedule court play, to minimize downtime of courts. • Club Rules of Conduct required of members, if any. 	20
Membership Records	<ul style="list-style-type: none"> • Membership numbers during past 3 years; potential for growth of Club • Ability to provide membership records to LOPR so LOPR may communicate directly with Club members regarding LOPR Park Facilities, including pickleball court availability during non-Club priority dates/times. 	5
References	History of successful working relationships with owners of other pickleball court facilities, e.g., cities, recreation districts where Club has arrangement for reserved or priority use of courts.	20
Club Communications	Maintenance of a website or other means to communicate with members	5

Criteria	Standard	Weighing Factor Points
Play Scheduling Communications	<ul style="list-style-type: none"> • Communication tools of members regarding court scheduling • If less than the maximum Days / Times of reserved Use of Pickleball Courts, state hours/days that Club is proposing within those periods of time • Ability to incorporate public “drop-in” when members are not scheduled 	10
Membership & Board; Club Operation Other Distinguishing Information	<ul style="list-style-type: none"> • Number of Board members • Number of Board members that are Lake Oswego residents • Smooth running club facilitating members’ pickleball play • Anything distinguishing about the Club 	20
Financial compensation to City	Compensation to City on either monthly or percentage of “profit” on “commercial” play, e.g., lessons, tournaments. If not a fixed amount, provide documentation to support expected return to City on annual basis.	15

MODIFICATION OF REQUEST FOR PROPOSALS / REQUEST FOR CLARIFICATION

Any change to this document shall be made by written addendum by the Project Manager. A copy of any addendum will be sent via electronic mail (preferred method) or mail to those that have provided contact information to the Project Manager when obtaining the Request for Proposals. If no contact information is provided by prospective Proposer to the Project Manager, prospective Proposer is responsible for contacting the Program Manager after 7 days prior to the Submittal Deadline to obtain any issued addenda. Any addenda so issued shall be considered part of this RFP.

If discrepancies or omissions are found or there is doubt as to the true meaning of any part of this RFP, a written request for clarification or interpretation shall be submitted to the Project Manager no later than the “Deadline for written request for clarification” stated in SELECTION AND PROJECT SCHEDULE above.

Responses to requests for clarification along with any modifications to this RFP will be sent to proposers in the same manner as an addendum.

The City of Lake Oswego has the right to modify, revise or withdraw this RFP. Receipt and evaluation of proposals do not obligate the City to award a permit.

WITHDRAWAL OF PROPOSALS / CLARIFICATION OF PROPOSALS

Any proposal may be withdrawn at any time before the "Proposals due" date and time specified in the SELECTION AND PROJECT SCHEDULE above by providing written request for the withdrawal of the proposal to the Project Manager. The request shall be executed by a duly authorized representative of the Proposer. Withdrawal of a proposal will not prejudice the right of the Proposer to file a new proposal.

The City of Lake Oswego has the right to modify, revise or withdraw this RFP. Receipt and evaluation of proposals do not obligate the City to award a Permit.

During the evaluation of a written Proposal, the Selection Evaluation Committee (SEC) has the right to request any clarification needed to better understand the proposal. Proposers may not submit new information or documentation, however, and a proposer may not use a clarification to rehabilitate a non-responsive proposal. Proposer's point of contact must be available during the evaluation period to respond to requests for additional clarification. Proposers shall submit written signed clarification(s) within 24 hours, Monday through Friday, after receiving the SEC's request. A proposer's failure to provide clarification may result in a lower score for the proposal. Any clarifications to proposals will be included with the Proposal before a selection is made and the Notice of Intent to Award is issued.

METHOD OF SELECTION

A. Selection Evaluation Committee / Right to Reject Proposal(s) and Waive Irregularities

The Selection Evaluation Committee (SEC), consisting of one or more persons, will be appointed by the Department Director. The SEC will review and evaluate all conforming proposals received in response to this RFP, based upon the above criteria. The City reserves the right to reject any or all proposals. The City also reserves the right to waive any non-material irregularities in any proposal.

B. Additional References; Investigation

The SEC may request references in addition to those provided by the Proposer, investigate any references or representatives of projects that the Proposer worked on whether or not furnished by the Proposer, and investigate the past performance of any Proposer.

C. Basis of Selection

If awarded, the City will award a Permit to the Club whose proposal the SEC deems would be most advantageous to the City, subject to any Objections to Proposed Permit.

OBJECTIONS TO PROPOSED PERMIT

Any objections to the form of the Permit shall be considered after a determination of the apparent highest ranked responsive, responsible Proposal is made, and the terms shall be subject to negotiation. The Project Manager, in consultation with the City Attorney, shall determine if any proposed modifications to the form of Permit are acceptable to the City and that they do not present material risk to the City or increase the City's costs. If the final negotiated terms are not acceptable to the apparent highest ranked responsive, responsible Proposer, that Proposer shall be declared not to be responsive, and the next apparent highest ranked responsive, responsible Proposer's proposal and objections to form of Permit, if any, shall be considered, and so forth in order, until a responsive, responsible Proposer agreeable to execution of a form of Permit acceptable to the City and to the Proposer is ascertained.

NOTICE OF INTENT TO AWARD / PROTEST

Notice of Intent to Award the Permit shall be issued to each Proposer as provided in LOPCR/OAR 137-047-0610. Any protest of the intended award of Permit must be submitted in accordance with LOPCR/OAR 137-047-0740.

PUBLIC CONTRACT RULES

Except as modified by the terms of this Request for Proposal, the terms and procedures of the Lake Oswego Public Contract Rules (LOPCR) shall apply. A copy of the LOPCR may be obtained on the Lake Oswego City Attorney's Office website, www.ci.oswego.or.us/cityattorney, under the Key Documents and Reports tab.

Attachments: Permit for Reserved Use; GRP Map



**City of Lake Oswego
Parks and Recreation Dept.**

PERMIT

Terms of Reserved Use of Park Facility

Permittee: _____

Park: George Rogers Park
Street Location: 611 S. State St.
Lake Oswego, OR

LOPR: Parks and Recreation Dept.
City of Lake Oswego
17525 Stafford Rd.
PO Box 369
Lake Oswego, OR 97034

Park Facility:
Specific Area of Reserved Use:
Pickleball Courts (Six)

(Map Attached: Yes X No)

1. **Grant of Reserved Use of Specific Area of Park.** LOPR hereby permits the Permittee to have reserved use of the Specific Area of Reserved Use within the Park for the purposes described herein, subject to the limitations set forth below. (Permittee may schedule use of Specific Area during other than Reserved Use times/days on the same basis as the general public.)

2. **Purpose and Use:** Permittee may use the Specific Area of Reserved Use only for the following purpose(s): pickleball games, lessons, tournaments, and clinics.

Use of the Park outside of the Specific Area of Reserved Use shall be in common with all other Park users.

3. **LOPR Use:** Permittee acknowledges that LOPR shall continue to use the Park for park purposes, except for such uses permitted under this Permit within the Specific Area.

4. **Permittee’s Restrictions Relating to Specific Area of Reserved Use.**

A. During use of the Park, including the Specific Area of Reserved Use, Permittee, its agents, members, employees, and volunteers shall comply with all general Parks Rules now existing or as amended, as posted on <http://www.ci.oswego.or.us/parksrec/parks-rules>

B. Days / Hours of Reserved Use:
i. **M-W-F-SUN: 8am - 12pm**

- ii. **Tu-Th-SAT: 4pm- 8pm** or sunset, whichever is earlier
 - C. Restrictions within Specific Area of Reserved Use: Court shoes or tennis shoes and appropriate athletic apparel required while on the court."
 - D. Temporary Banners and Signs during Tournament Play: Subject to approval by LOPR. [Permittee may work with LOPR to provide temporary signage by LOPR of Permittee's use.]
 - E. All evidence of Permittee's use of the Specific Area of Reserved Use shall be removed at the end of the day/time of Reserved Use, including litter. Permittee shall notify LOPR of any damage to the park improvements, and shall be liable for the cost of repair, replacement or restoration of any damage to Park improvements, except ordinary wear and tear. (Permittee shall not undertake repair, replacement or restoration of damage without LOPR approval.)
 - F. No alterations to any Park improvement, e.g., fence, building, court surface, shall be permitted unless approved by the Park Director or designee.
 - G. The Specific Area of Reserved Use shall at all times be maintained in a clean and attractive condition, consistent with the Purpose and Use.
 - H. Permittee shall ensure that its agents, members, employees, and volunteers do not disturb persons using other areas of the Park, or those on adjacent properties, by loud, boisterous and unreasonable noise or disruptive behavior.
5. **Additional Terms of Permit.** Permittee shall:
- A. Report any observed court maintenance issues to LOPR within 24 hours.
 - B. Provide to LOPR Permittee's membership rosters and contact information at such times as requested by LOPR. LOPR may use this information for communication of events and programs at LOPR Park Facilities, including its pickleball court use availability outside of the times/days of this Permit.
 - C. Be solely responsible for scheduling its lessons, games, tournaments, and clinics activities within the times/days of this Permit for the benefit of the membership.
 - D. Maintain professionalism when communicating with LOPR on any issues.
 - E. Membership in the club must be non-discriminatory as to:
 - i. Member's level of play
 - ii. Member's residence location
 - ii. Membership open to all; not discriminatory on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation or gender identity.
6. **Permit Not Transferable.** Owing to the special faith and confidence which LOPR reposes in the Permittee, this grant of Reserved Use is strictly personal to the Permittee and shall not be transferable, assignable or otherwise alienable.
7. **Risk of Loss.** All risk of loss of Permittee's property shall be that of Permittee.
8. **Indemnification.** The Permittee shall defend, indemnify, and hold the City of Lake Oswego, its officers, agents and employees, harmless against all liability, loss, or expenses,

including attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act sustained in any way in connection with the use of this Permit by the Permittee, its agents, members, employees, and volunteers or by conditions created thereby, or based upon violation of any statute, ordinance or regulation. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification to the City of Lake Oswego, but is in addition to such common law or statutory provisions.

9. **Insurance.** The Permittee shall obtain prior to the use of the Permit, and shall maintain in full force and effect for the term of this Permit, at the Permittee's expense, a comprehensive general or commercial general liability policy for the protection of the Permittee and the LOPR, its officers, agents, and employees. If the insurance policy is issued on a "claims made" basis, then the Permittee shall continue to obtain and maintain coverage for not less than three years following the completion of the contract. The policy shall be issued by a company authorized to do business in the State of Oregon, protecting the Permittee or anyone directly or indirectly employed by either of them against liability for the loss or damage of personal and bodily injury, contractual liability, death and property damage, and any other losses or damages above mentioned with limits not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate, or the limit of public liability contained in ORS 30.260 to 30.300, whichever is greater. The insurance company shall provide the LOPR with a certificate of insurance and an endorsement thereto naming the LOPR as an additional insured, providing that no acts on the part of the insured shall affect the coverage afforded to the above policy, and providing the LOPR will receive 30 days written notice of cancellation or material modification of the insurance contract.

The Permittee will not utilize this Permit until LOPR has received certificates of insurance that the appropriate insurance heretofore mentioned is in force.

10. **Consideration.** The consideration for this license is: _____.

11. **Term / Termination.** This Permit shall commence upon execution and remain in effect until the earlier of:

- A. One year from the date issued, provided however that this Permit may be renewed for up to 4 additional annual terms upon its same terms and conditions upon written request by Permittee not less than 60 days prior to the expiration of the term and approval by LOPR;
- B. A determination by LOPR that the public interest requires that this Permit be terminated, provided however, that the LOPR shall provide not less than 30 days' notice of such determination prior to termination; or
- C. A determination by LOPR that the Permittee has violated a provision of this Permit, following not less than a 5 day notice of intent to terminate and an opportunity to show why the Permit should not be terminated pursuant to this subsection.
- D. Permittee's 60 day written notice of termination delivered to LOPR.

12. **Notice.** Any notice to be given by mail, email, or personal delivery by one party to the other as follows:

A. To the Permittee: _____ / email:

B. To the LOPR: Jan Wirtz, Deputy Director of Recreation & Adult Services, at the address above or email to jwirtz@ci.oswego.or.us.

The parties may designate a new contact person by providing notice to the other. Any notice mailed shall be deemed delivered to the addressee 48 hours after depositing the notice in the US Post Office, Lake Oswego Branch. Any notice emailed to the other shall not be deemed received until a confirmation of receipt is sent by return email.

13. **Entire Terms of Permit.** This Permit represents the full, entire and complete terms of the Permit.

IN WITNESS WHEREOF, the undersigned LOPR has executed this Permit on the date stated below and the terms and provisions of the Permit are accepted by the Permittee.

LOPR: City of Lake Oswego

Permittee: **Insert Name**

By: _____
Ivan Anderholm
Director of Parks and Recreation
Date Signed: _____

By: _____
Name: _____
Date Signed: _____

Approved as to Form:

Evan Boone, Deputy City Attorney

George Rogers Park 611 S. State St. Lake Oswego



George Rogers Parks is a 26 acre urban park located on the corner of Ladd and South State Street. This community park site includes two baseball/softball fields, a soccer field, access to the Willamette River, a memorial garden area, restrooms, playground, and six outdoor pickleball courts. The upper shelter (GRP 1) has 4 picnic tables, lights, and electricity upon request. Maximum capacity is 50. The lower shelter (GRP 2) has 7 picnic tables, lights, 2 bar-b-ques, and electricity is available upon request. Maximum capacity is 75. The park is home to the historic Lake Oswego Furnace, two permanent cornhole play areas and the site hosts many community events.