

Park City Municipal Corporation (“PCMC” or “City”)

REQUEST FOR PROPOSALS (RFP) (NON-BID) FOR

Public-Private Partnership – Indoor Pickleball Facility

Respondents or their agents are instructed not to contact City employees, agents or contractors of the City, selection committee members, the Mayor’s office or staff, members of the City Council, or attempt to externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this RFP to the date of execution of the agreement resulting from this solicitation. City, in its sole discretion, may disqualify a Respondent for violation of this provision.

REQUEST FOR PROPOSALS (NON-BID)

PCMC is inviting proposals from qualified persons or firms (Respondents) to build, maintain, and operate Pickleball facilities on City-owned land.

PROPOSALS DUE: By 3:00 p.m. MST on July 9, 2024.

Submit proposals electronically via Utah Public Procurement Place (“U3P”) or via email to Grant.Herdrich@parkcity.org. The proposals will be opened after the submission deadline.

RFP AVAILABLE: The RFP will be available on June 6, 2024, on *U3P and PCMC website*. Any modifications to the RFP or responses to questions submitted will be added as an addendum to the RFP posted on the *U3P and PCMC websites*. It is the responsibility of respondents to regularly check for addenda.

QUESTIONS: All questions regarding this RFP must be submitted in writing on the U3P website by **3:00 p.m. on July 1, 2024. Please do not submit the same question multiple times.**

PROJECT LOCATION: 675 Gillmor Way

Park City, UT 84060

Parcel Number: IHPCMC-5-2AM-X

The parcel location is between the Park City Ice Arena and USSS Center of Excellence (See Exhibit C)

PROJECT DESCRIPTION (brief): In response to the growing demand for year-round Pickleball facilities, PCMC is considering entering into a public-private partnership (“PPP”) with a qualified respondent who would build and operate a new indoor pickleball facility on City property.

OWNER: Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

CONTACT: *Grant Herdrich*
Grant.Herdrich@parkcity.org

Proposals will remain valid for 180 days after submission. PCMC reserves the right to reject any or all proposals received for any reason. Furthermore, PCMC reserves the right to change dates or deadlines related to this RFP. PCMC also reserves the right to waive any informality or technicality in proposals received when in the best interest of PCMC.

I. Introduction.

In response to the growing demand for year-round Pickleball facilities, PCMC is considering entering into a PPP with a qualified respondent who would build and operate a new indoor pickleball facility on City property. Please see **Exhibit “A “– Potential Pickleball Facility Site.**

II. Scope of Project.

PCMC would be the public part of this PPP and would be offering a lease of City-owned land. This land is undeveloped. Respondent may ask PCMC for other work to be done that does not cost the City a significant amount of investment. Examples could include, but may not be limited to, a bus stop, sharing of existing parking, transit route, etc.

Respondent would be responsible for building, maintaining, and operating the facility for the length of the lease. The operation may not be a private club or limited access facility, daily fees and passes must be made available to the public. The Respondent will need to have reduced fees for Park City Municipal residents.

III. Funding.

PCMC has a budget of \$0.00 for this project. Respondent must agree to this to be eligible to submit a response. PCMC’s contribution will be the land lease.

IV. Contents of Proposal and Evaluation Criteria.

A. Contents of Proposal

The proposal should include a point-by-point response to the technical criteria listed below in Section C.

B. Mandatory Minimum Requirements

1. PCMC’s contribution is the use of the land. Respondent acknowledges that the budget for this project is \$0.00.
2. Respondent acknowledges that they must submit a responsive technical proposal no longer than 30 pages responding to the technical criteria below via U3P or e-mail. Any additional pages will be removed.
3. Respondent acknowledges that the final design will need to be approved by both the Planning Commission and City Council. The designs will need to meet all PCMC building codes.

<https://www.parkcity.org/departments/building-department/forms-and-other-information>

4. Respondent must agree that this facility will meet the City's net zero requirements which can be found here:

<https://www.parkcity.org/departments/environmental-sustainability/net-zero-buildings-program>

Proposals will be evaluated on the criteria listed below. Please see **Exhibit "B" – Score Sheet**. All conflicts between below and Exhibit B will be resolved in favor of Exhibit B.

If Respondent proposes to use a third party (subcontractor, subconsultant, etc.) for completing all or a portion of the scope of work requirements, state the name and identify the portion of the scope of work to be completed by a third party.

C. Technical Criteria

1. **Project benefits meet the overall needs of PCMC.** Respondent should describe how their organization and facility will benefit the City and meet the overall needs of PCMC and it's residents. – 100 points
2. **Construction plan.** Respondent should detail their typical construction approach, including a sample timeline (design, permitting, build, etc.), construction management plan (in-house or third-party CM, any established design-build partners, etc.) – 100 points
3. **Business plan.** Respondent should detail both their overall business philosophy/approach and their expected approach to managing this specific facility in Park City. – 100 points
4. **Experience with prior pickleball facility construction projects.** – 100 points
5. **Experience with operating a pickleball or recreation facility.** – 100 points
6. **Financial Costs/Benefits to the City.** Respondent should propose a list of key terms for their suggested PPP agreement that outline the financial costs/benefits to the City. This can include:
 - How much the respondent is willing to pay for a lease on the land
 - Requested length of lease
 - Table of costs to City residents
 - Any additional costs or payments to the City
 - Any additional requests/needs from the City, and
 - Other such key proposed PPP terms

The City envisions that this list of proposed key terms could serve as the primary point of negotiation for a long-term agreement, should the respondent eventually be selected for contract negotiations. - 100 points

Respondents must score a minimum of 60% of the total technical points to be eligible for advancement to the interview stage. See Exhibit B—Scoresheet in U3P attachments section.

D. Interview

Interview length will be determined after submissions have been received. Interview may be scored in the same manner as the technical information submitted. Interviews will be 60 minutes. Respondents must score 70% to be eligible for award.

For additional information regarding the interview and selection process please see **“Section VII. Selection Process”** below.

PCMC reserves the right to add additional steps or proposal requirements after respondents have submitted proposals to gain a greater understanding of respondents proposed solution. This may include additional technical documents and/or an interview and presentation.

The selection committee will consider all documents, the presentation/interview if applicable, the response to the RFP, information gained while evaluating responses, and any other relevant information to make its determination. The committee will select the respondent which, in the committee's sole judgment, is best able to provide a PPP – Indoor Pickleball Facility.

PCMC reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. The award of a contract will be subject to approval by City Council.

V. Government Records Access and Management Act.

PCMC will maintain a nonpublic process for the duration of this solicitation in accordance with Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code (“GRAMA”). Pursuant to Utah Code § 63G-2-305(6), all records related to this RFP, including but not limited to proposals, evaluation, and selection procedures, and any records created during the evaluation and selection process will remain nonpublic records during the procurement process. After execution of a contract, all submittals will be treated as public records in accordance with the requirements of GRAMA unless otherwise claimed by the Respondent as exempt from disclosure pursuant to Utah Code § 63G-2-309, as amended. The burden of claiming an exemption shall rest solely with each Respondent. Respondent shall submit any materials for which Respondent claims an exemption from disclosure marked as “Confidential” and accompanied by a statement from Respondent supporting the exemption claim. PCMC shall make reasonable efforts to notify Respondent of any

GRAMA requests for documents submitted under an exemption claim. Respondent waives any claims against PCMC related to disclosure of any materials pursuant to GRAMA. Please note the following:

- a. Respondent must not stamp all materials confidential. Only those materials for which a claim of confidentiality can be made under GRAMA, such as trade secrets, pricing, non-public financial information, etc., should be stamped.
- b. Respondent must submit a letter stating the reasons for the claim of confidentiality for every type of information that is stamped “Confidential.” Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. Failure to timely submit a written basis for a claim of “Confidential” may result in a waiver of an exemption from disclosure under GRAMA.
- c. For convenience, a Business Confidentiality Request Form (“BCR Form”) is attached to this RFP as **Attachment 1**. Respondent must submit a completed BCR Form at the time of submission of any proposal.

VI. Ethics.

By submission of a proposal, Respondent represents and agrees to the following ethical standards:

REPRESENTATION REGARDING ETHICAL STANDARDS: Respondent represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees of bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in Title 3, Chapter 1 of the Park City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former City officer or employee to breach any of the ethical standards set forth in Title 3, Chapter 1 of the Park City Code.

VII. Selection Process.

Proposals will be evaluated on the criteria listed in Section IV, Contents of Proposal and Evaluation Criteria, above.

- a. A selection committee comprised of qualified persons, which may include City staff or representatives from other public and private stakeholders, will open, review and evaluate all proposals.
- b. The selection committee may conduct interviews with the highest ranked respondents. If applicable, interview requirements will be provided to those respondents selected for further consideration.
- c. Following completion of the evaluations (and any interviews) and establishment of the ranking, negotiations for contract purposes may be initiated with the top ranked respondent. In the event that an agreement is not reached, PCMC may enter into negotiations with the next highest-ranked respondent.
- d. Final selection of the top-ranked proposal and preparation of contract.
- e. This contract will need to be approved by City Council.
- f. Contract execution.

VIII. General Provisions.

- a. No Representations or Warranty. It is the responsibility of each Respondent to carefully examine this RFP and evaluate all of the instructions, circumstances and conditions which may affect any proposal. Failure to examine and review the RFP and other relevant documents or information will not relieve Respondent from complying fully with the requirements of this RFP. Respondent's use of the information contained in the RFP is at Respondent's own risk and no representation or warranty is made by PCMC regarding the materials in the RFP.
- b. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Respondent. PCMC assumes no liability for any costs incurred by Respondents throughout the entire selection process.
- c. Equal Opportunity. PCMC is committed to ensuring equitable and uniform treatment of all Respondents throughout the advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same fundamental information.
- d. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., will be retained as property of PCMC and will not be returned to the Respondent.
- e. Modification of RFP. PCMC reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the contract execution. PCMC will provide written notice to Respondents of any cancellation and/or modification.
- f. Financial Responsibility. No proposal will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to PCMC, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the PCMC, or that may be deemed irresponsible or unreliable by PCMC. Respondents may be required to submit satisfactory evidence demonstrating the necessary financial resources to perform and complete the work outlined in this RFP.

- g. Local Businesses. PCMC's policy is to make reasonable attempts to promote local businesses by procuring goods and services from local vendors and service providers, in compliance with Federal, State, and local procurement laws.
- h. A Respondent must be authorized to do business in Utah at the time of contract execution. If Respondent's address is within the 84060 zip code, a valid PCMC business license is required.

IX. Exhibits & Attachments

Exhibit "A" – Potential Pickleball Facility Site

Exhibit "B" – Scoresheet (See Attachments on U3P)

Attachment 1: Business Confidentiality Request Form

Exhibit "A"



Potential Pickleball Facility Site

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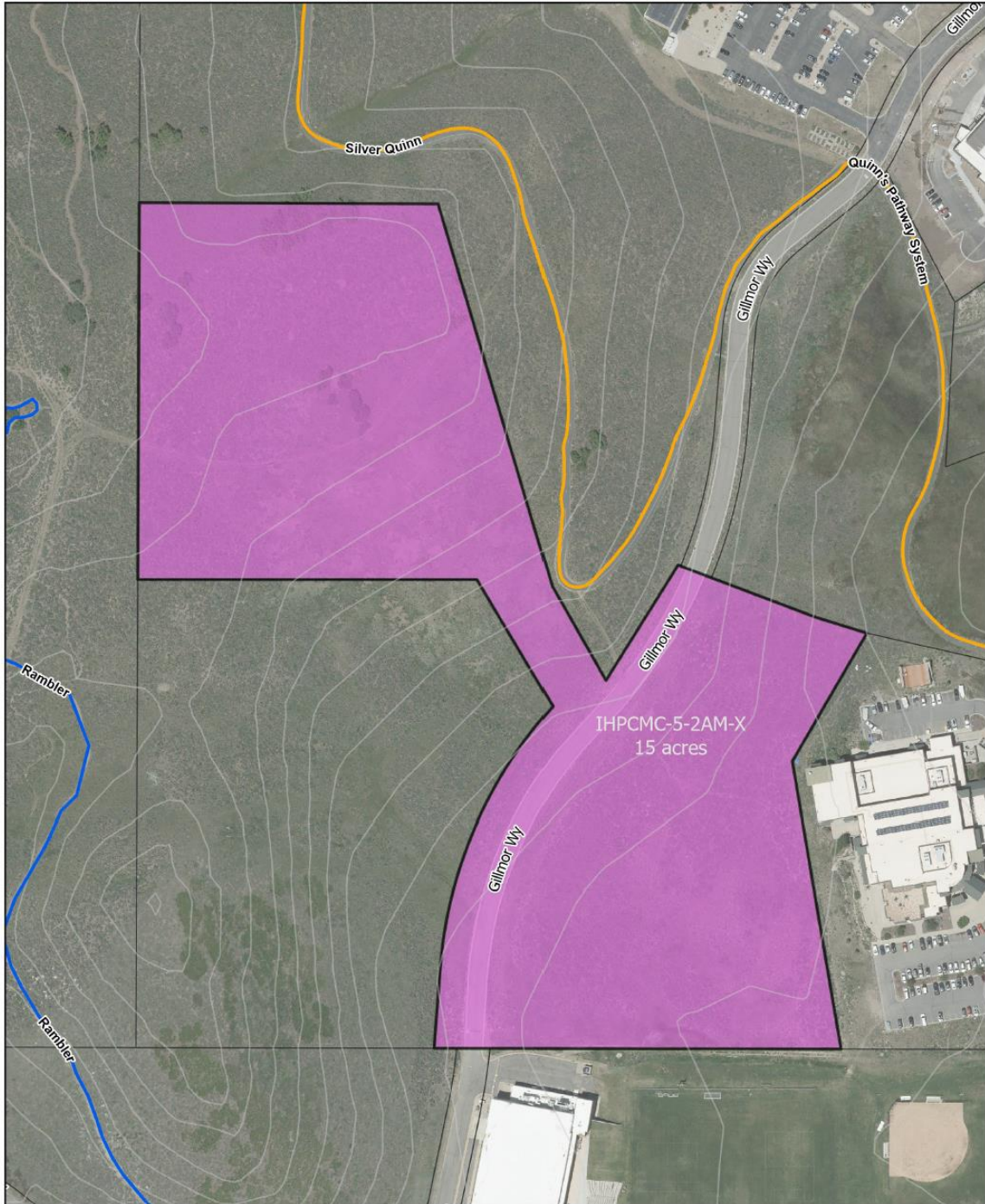


Exhibit "B"

Score Sheet

See Attachments in U3P.

Attachment 1

REQUEST FOR PROTECTED STATUS

(Business Confidentiality Claims under Utah's Government Records Access and Management Act ("GRAMA"), Utah Code § 63G-2-309)

I request that the described portion of the record provided to Park City Municipal Corporation be considered confidential and given protected status as defined in GRAMA.

Name: _____

Address: _____

Description of the portion of the record provided to Park City Municipal Corporation that you believe qualifies for protected status under GRAMA (identify these portions with as much specificity as possible) (attach additional sheets if necessary): _____

The claim of business confidentiality is supported by (please check the box/boxes that apply):

- () The described portion of the record is a trade secret as defined in Utah Code § 13-24-2.
- () The described portion of the record is commercial or non-individual financial information the disclosure of which could reasonably be expected to result in unfair competitive injury to the provider of the information or would impair the ability of the governmental entity to obtain the necessary information in the future and the interest of the claimant in prohibiting access to the information is greater than the interest of the public in obtaining access.
- () The described portion of the record would cause commercial injury to, or confer a competitive advantage upon a potential or actual competitor of, a commercial project entity as defined in Utah Code § 11-13-103(4).

REQUIRED: Written statement of reasons supporting a business confidentiality claim as required by Utah Code § 63G-2-305 (1) –(2) (attach additional sheets if necessary):

NOTE: Claimant shall be notified if the portion of the record claimed to be protected is classified as public or if the determination is made that the portion of the record should be disclosed because the interests favoring access outweigh the interests favoring restriction of access. Records claimed to be protected under this business confidentiality claim may not be disclosed until the period in which to bring the appeal expires or the end of the appeals process, including judicial appeal, **unless the claimant, after notice, has waived the claim by not appealing the classification within thirty (30) calendar days.** Utah Code § 63G-2-309(2).

Signature of Claimant: _____

Date: _____