

From: "McDonald, Erica"
To: "Araujo, Sev" <sev.araujo@vancouver.ca>
CC: "Marousek, Michael" <michael.marousek@vancouver.ca>
"Collins, Tim" <Tim.Collins@vancouver.ca>
"Chin, Daisy" <daisy.chin@vancouver.ca>
Date: 9/18/2019 11:57:08 AM
Subject: RE: Stanley Park Tennis Club and Court Management

Thanx Sev,
I will try to have answers by the time we meet.
Do you have any sample memos where we advise the Board that I could review?

From: Araujo, Sev
Sent: Tuesday, September 17, 2019 7:54 PM
To: McDonald, Erica
Cc: Marousek, Michael; Collins, Tim; Chin, Daisy
Subject: Stanley Park Tennis Club and Court Management

Thanks Erica.

For our meeting next week some things to consider and requiring action:

Stanley Park Tennis Club

We can do a basic licence agreement for storage. Attached is a drawing of the main floor of the site and Room 124A (120 ft²) which would be used for storage.

How long are you thinking?

Will there be a fee? If so \$50 - \$100/month is not unreasonable which works out to \$5-\$10/ ft² annually. As per their bylaws and the information they sent us, with 124 members and membership fees ranging from \$65.00 - \$80.00 they could afford to contribute something as they annually have about \$9K but I'll look to you to advise

It will be important to meet with them and establish a relationship. Who in Rec will be point? Tim or I can come to meeting also so they know who from a contract admin side they would deal with

Stanley Park Tennis Court Management

This time last year the decision was to go out for an REFOI (see attached email) but due to timing same operator was sole sourced. As discussed before an REFOI is put out a decision should be made if a Board memo should be sent to give them a heads up or just go through process and then go to Board for approval. I suggest Daisy discuss with Malcolm and /or Shauna as to best course of action before Procurement is engaged.

Procurement will not approve continuing to single source this operating agreement as has been the case for the last 6 years; I say this because I am having an issue with single sourcing Concession operators even though Board approved. Once REFOI process is complete as mentioned it will need to go to Board for approval. Attached for reference is the Board report for tennis at Kits courts in 1995 prepared by Rec and the 1998 report for Stanley Park courts prepared by the Stanley District.

Tim and I can certainly help on the procurement and contract side

Sev Araujo
Manager, Commercial Operations
Vancouver Park Board, City of Vancouver
o. 604 257 8436 / f. 604 257 8427
Email: Sev.Araujo@vancouver.ca

From: McDonald, Erica
Sent: Monday, September 16, 2019 8:36 PM
To: Araujo, Sev; Collins, Tim; Chin, Daisy
Cc: Marousek, Michael
Subject: RE: Stanley Park Pay Tennis

Hi Sev,

Daisy and I did discuss this item and we concluded that we should continue to provide space for the Stanley Park Tennis Club in the building.

We should have some type of legal document to govern the conditions and relationship. I trust that you or Tim can initiate that document.

We have so many groups utilizing space in PB facilities across the city under many different arrangements, many having been made 20 or 30 years ago without any type of documentation. To change the arrangement for the Tennis Club without a more wholistic approach is not desirable. Neither your unit or mine has the capacity for any major shifts at this time.

The Tennis Court Management Plan is identified as a 2020 PB priority. Hopefully we will get some help through VanPlay to support this Plan. So we will carry on with a pay tennis arrangement at Stanley Park for at least 2-3 more years. We are prepared to work with you to update the RFEOI for issuance this fall. I have sent a meeting request to start the conversation.

Erica McDonald | Manager, Recreation Services
Hillcrest Centre
604 257 6945
s.15(1)(l)

From: Araujo, Sev
Sent: 27 August 2019 12:03
To: Collins, Tim; Chin, Daisy; McDonald, Erica
Subject: RE: Stanley Park Pay Tennis

Hi Tim,

While you were on holidays I met with Daisy about the following outstanding issues since 2016

- 1) Stanley Park Tennis Club and their request to obtain space for their club in one of the 2 PB spaces at 8001 Stanley Park Drive (Stanley Park Brewing building)
- 2) Management of Stanley Park Tennis Courts

Erica is away and once they discuss they will get back to us with next steps/suggestions

I have reached out to the tennis club and you get back to Gordo and Gayle and let them know Park Board will get back to the toward end of September

Thank you

Sev Araujo
Manager, Commercial Operations
Vancouver Park Board, City of Vancouver
o. 604 257 8436 / f. 604 257 8427
Email: Sev.Araujo@vancouver.ca

-----Original Message-----

From: Collins, Tim

Sent: Tuesday, August 27, 2019 11:51 AM

To: Araujo, Sev; Chin, Daisy; McDonald, Erica

Subject: FW: Stanley Park Pay Tennis

Hello Daisy and Erica,

G+G Tennis are inquiring into your plans for the tennis program that they offer at the SP tennis courts.

Can you please respond to them.

Thanks

Tim Collins

604-257-8437

-----Original Message-----

From: G-G [mailto:g-g@telus.net]

Sent: Tuesday, August 27, 2019 11:49 AM

To: Collins, Tim

Cc: Gordon Cheng

Subject: Stanley Park Pay Tennis

Hello Tim,

You emailed us last year about the Operating Agreement for 2019 and at the end of the email you made mention of a tennis program strategy from the recreation department. Can you let us know if there is a new plan or whether the pay courts will operate as usual? I already have been asked about bookings etc for next year. And I am very interested in returning.

Thanks

Gayle Dobson

and Gordon Cheng

Sent from my iPhone

From: "Quayle, Bruce" <bruce.quayle@vancouver.ca>

To: "McDonald, Erica" <Erica.McDonald@vancouver.ca>

"Collins, Tim" <Tim.Collins@vancouver.ca>

"Li, Jessica" <jessica.li@vancouver.ca>

CC: "Chin, Daisy" <daisy.chin@vancouver.ca>

Date: 3/6/2020 9:57:55 AM

Subject: RE: Stanley Park Tennis Courts 1 to 6 - Draft Agreement

Attachments: Stanley Park Tennis Courts 1 to 6 - 01323393.pdf
01323393.doc

Hi All,

I have made further changes as shown on the attached comparison document and contained in the attached Word document. Let me know what you think.

If you all are satisfied with this latest version of the draft agreement, please feel free to pass it on to Tennis BC for its consideration.

Bruce

From: McDonald, Erica

Sent: Thursday, March 05, 2020 9:36 PM

To: Collins, Tim; Quayle, Bruce; Li, Jessica

Cc: Chin, Daisy

Subject: RE: Stanley Park Tennis Courts 1 to 6 - Draft Agreement

Yes I am ok with Section 17.

Thanx for your input Tim ☑good point about hearing what Tennis BC counters with, if anything.

Erica McDonald | Manager Recreation Services

t. 604.257.6945 | c. s.15(1)(l)

I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations



From: Collins, Tim

Sent: Thursday, March 5, 2020 5:19 PM

To: McDonald, Erica; Quayle, Bruce; Li, Jessica

Cc: Chin, Daisy

Subject: RE: Stanley Park Tennis Courts 1 to 6 - Draft Agreement

Thanks Erica,

In regards to the revised contract:

- ☐ Erica, are you ok with Provision 17 of the agreement?, more particularly supplying the netting and repair of netting. (I see no problem but I want to make sure that it is consistent with Recreation practices);
- ☐ I am fine with what Erica has proposed for payment in years 1 ☑3 inclusive of the use of ☑Gross Revenue☑

s.13(1), s.17(1)

- ☐ Provision 21, we can☑ handle electronic money transfer at this time, so cheque it is ☑No Cash ☑;
- ☐ Provision 21 and 22 - I agree that payment should be submitted once year at the end of the tennis season and can coincide with the submittal of the financial records; and
- ☐ Provision 40, I think that we should identify the title of the person that notices are to be delivered i.e Manager /

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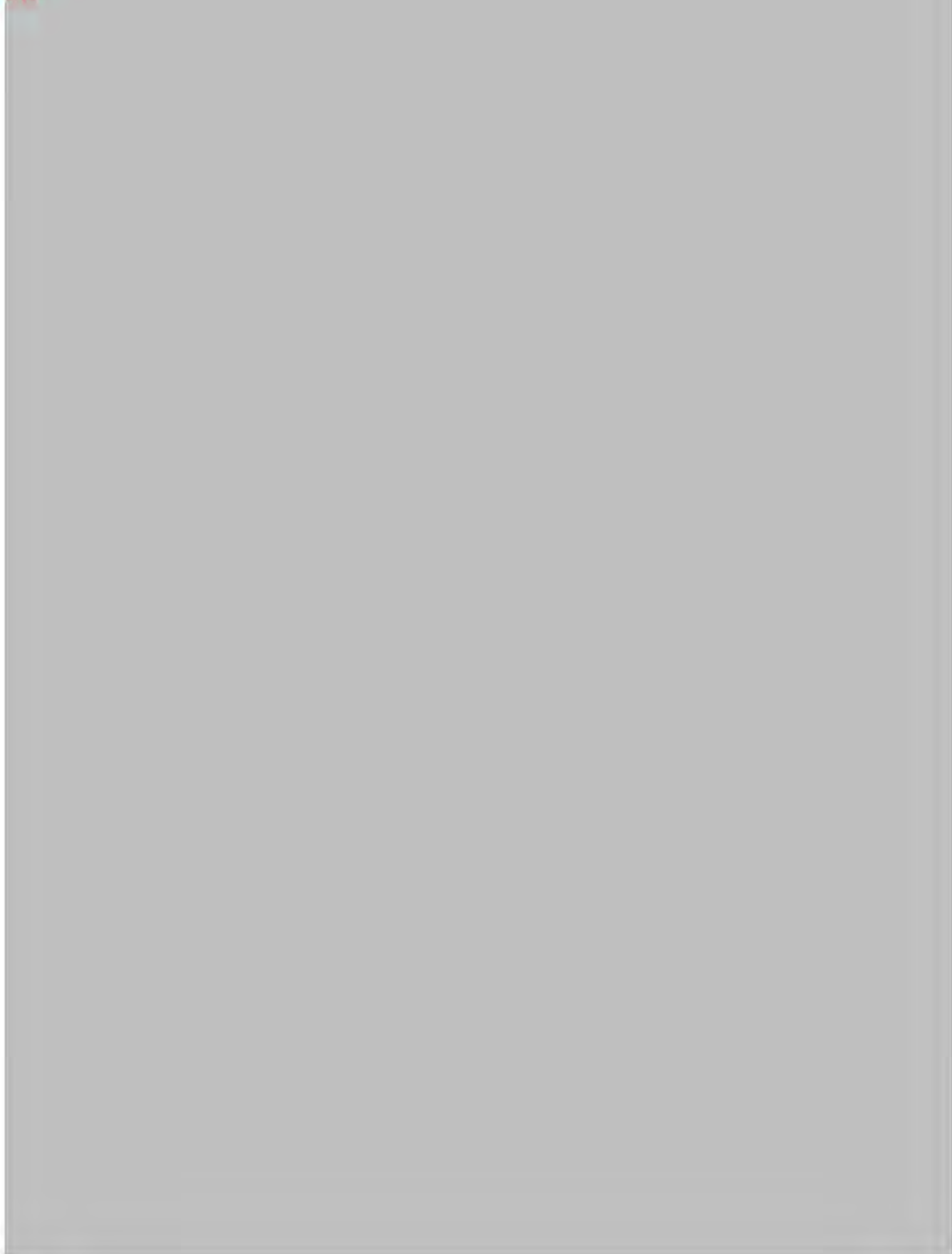
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Much appreciated!

Tim Collins
604-257-8437

s.14





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To: Li, Jessica; McDonald, Erica
Cc: Quayle, Bruce
Subject: RE: Stanley Park Tennis Courts 1 to 6 - Draft Agreement

Yes Net Revenue, with the caveat that we define what Net Revenue is.

The reason that I asked you to clarify with Tennis BC about the expenses in years 1-3 and then beyond is that they could simply inflate their expenses year over year and absorb all the revenue and thus leaving us with no revenues to actually share.

Thanks
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Sent: Monday, March 2, 2020 5:16 PM
To: McDonald, Erica; Collins, Tim
Cc: Quayle, Bruce
Subject: RE: Stanley Park Tennis Courts 1 to 6 - Draft Agreement

Tim, do you mean 50% of net revenue?

As Bruce mentioned, 50% of gross revenue doesn't seem to work, they would end up losing money.

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Jessica

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To: Collins, Tim
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Subject: RE: Stanley Park Tennis Courts 1 to 6 - Draft Agreement

Thanx for the prompts on this Tim.

Jessica & can you let me know if we can conclude this agreement and/or formally announce the operator this week? Any more delays will affect the operator's ability to make a season of this. And we need to advise the operator who was not successful.
Please let me know on Tuesday.

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From: Collins, Tim

Sent: Monday, March 2, 2020 2:06 PM

Cc: McDonald, Erica; Li, Jessica

Subject: RE: Stanley Park Tennis Courts 1 to 6 - Draft Agreement

Importance: High

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Do you have anything from BC Tennis regarding financials?

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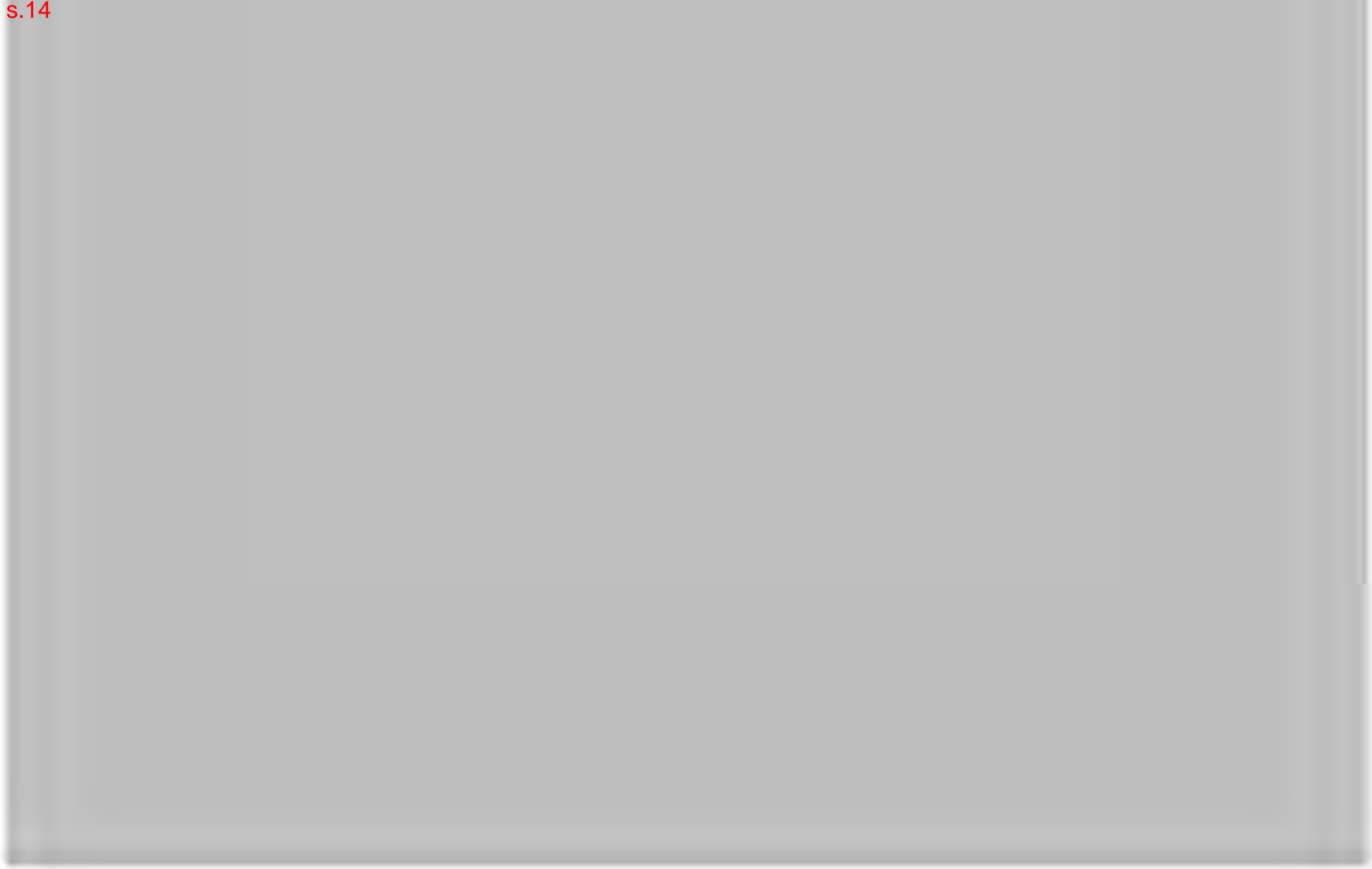
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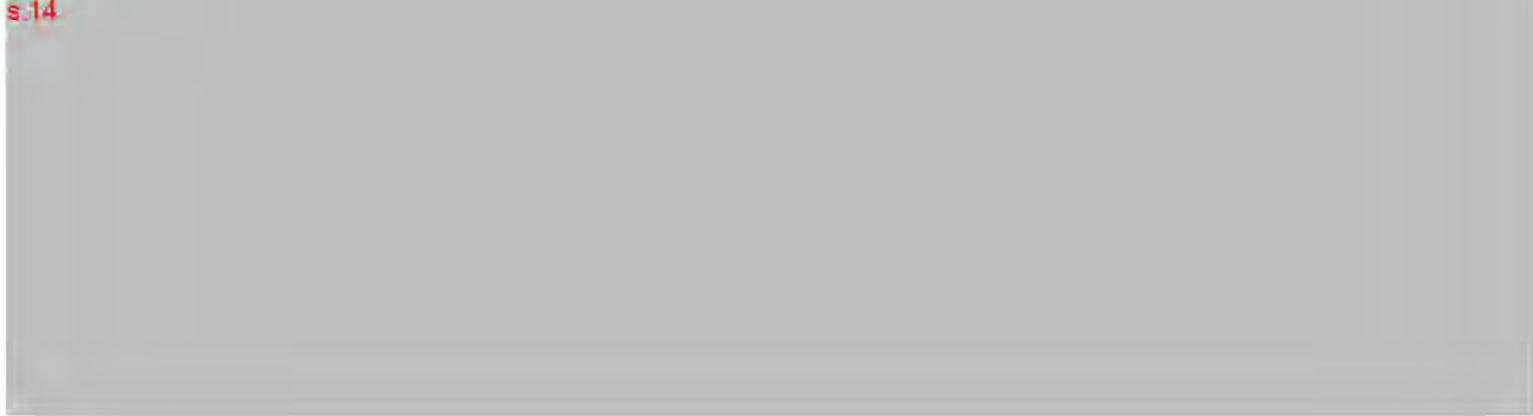
s.13(1)

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Tim Collins
604-257-8437

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From: "Collins, Tim" <Tim.Collins@vancouver.ca>

To: "McDonald, Erica" <Erica.McDonald@vancouver.ca>

CC: "Quayle, Bruce" <bruce.quayle@vancouver.ca>

"Li, Jessica" <jessica.li@vancouver.ca>

"Chin, Daisy" <daisy.chin@vancouver.ca>

Date: 3/5/2020 11:20:09 AM

Subject: Re: Stanley Park Tennis Courts 1 to 6 - Draft Agreement

Attachments: image001.jpg

image002.jpg

image003.jpg

Thanks everyone my apologies I have been jammed solid with meetings all week.

I will be back in the office this afternoon and this will be a priority item.

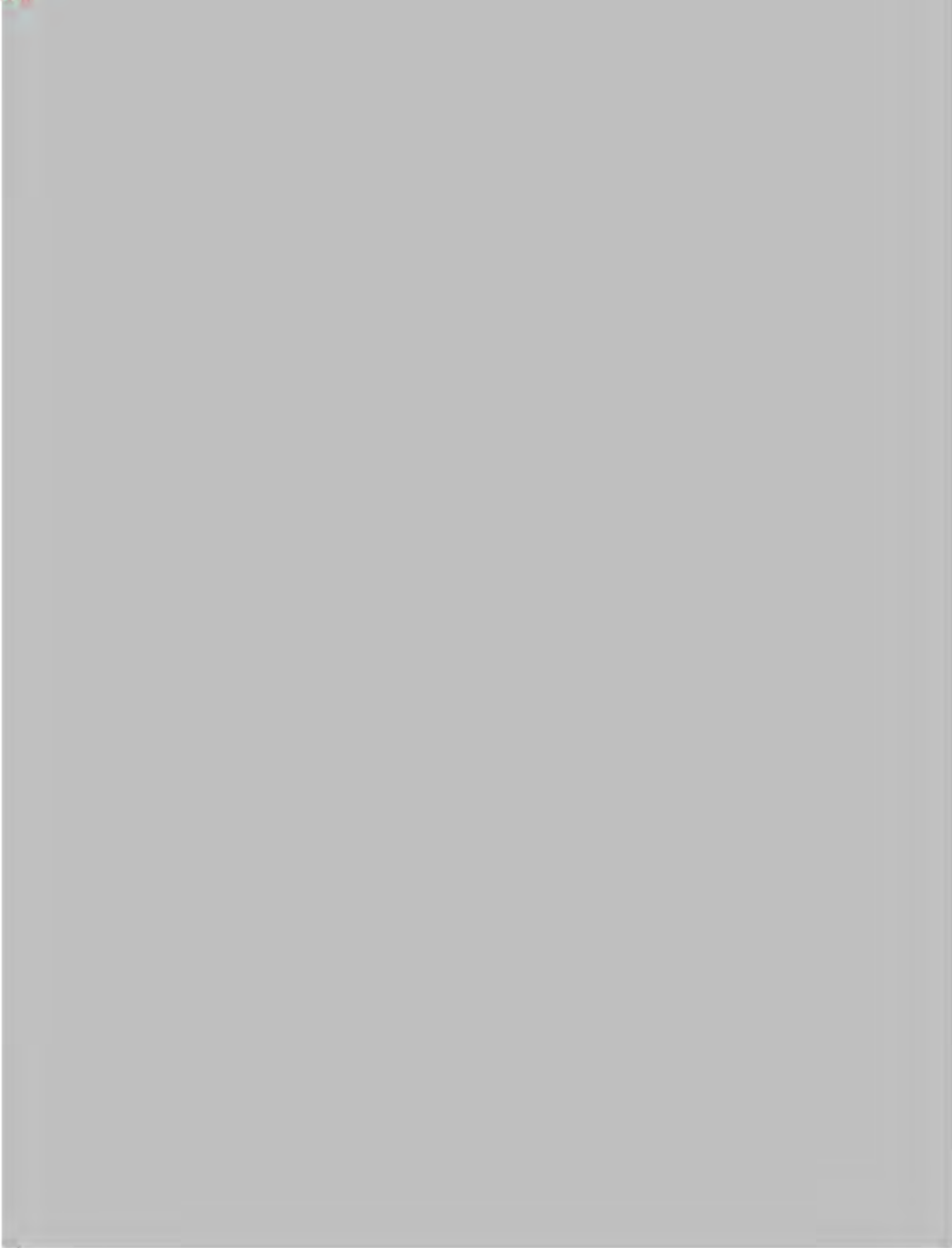
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Sent from my iPhone

s.14





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<image001.jpg>

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s.13(1)

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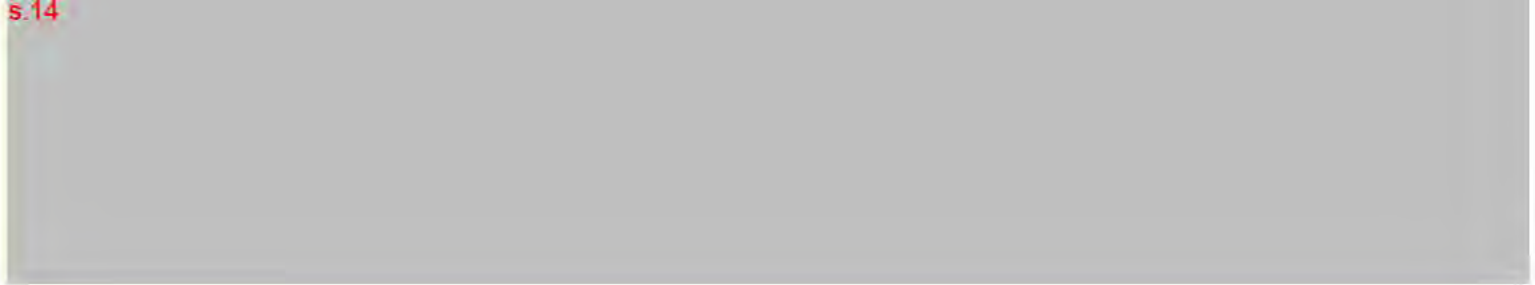
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Tim Collins
604-257-8437

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Tim Collins

604-257-8437

s.14



From: "Collins, Tim" <Tim.Collins@vancouver.ca>

To: "McDonald, Erica" <Erica.McDonald@vancouver.ca>

Date: 3/4/2020 10:11:23 AM

Subject: Re: Stanley Park Tennis Courts 1 to 6 - Draft Agreement

Attachments: image001.jpg

image002.jpg

image003.jpg

Thanks Erica

I will forward this proposal to Bruce

I am hopeful this will be clear enough

For him

Tim

Sent from my iPhone

On Mar 4, 2020, at 9:43 AM, McDonald, Erica <Erica.McDonald@vancouver.ca> wrote:

\u-257 ?

To you only Tim

Would this merry go round end if we direct the following?

s.13(1), s.17(1)

If there is no requirement from procurement to further explore their expenses that is.
I really don't care about how their expenses.

Erica McDonald | Manager Recreation Services

t. 604.257.6945 | c. s.15(1)(l)

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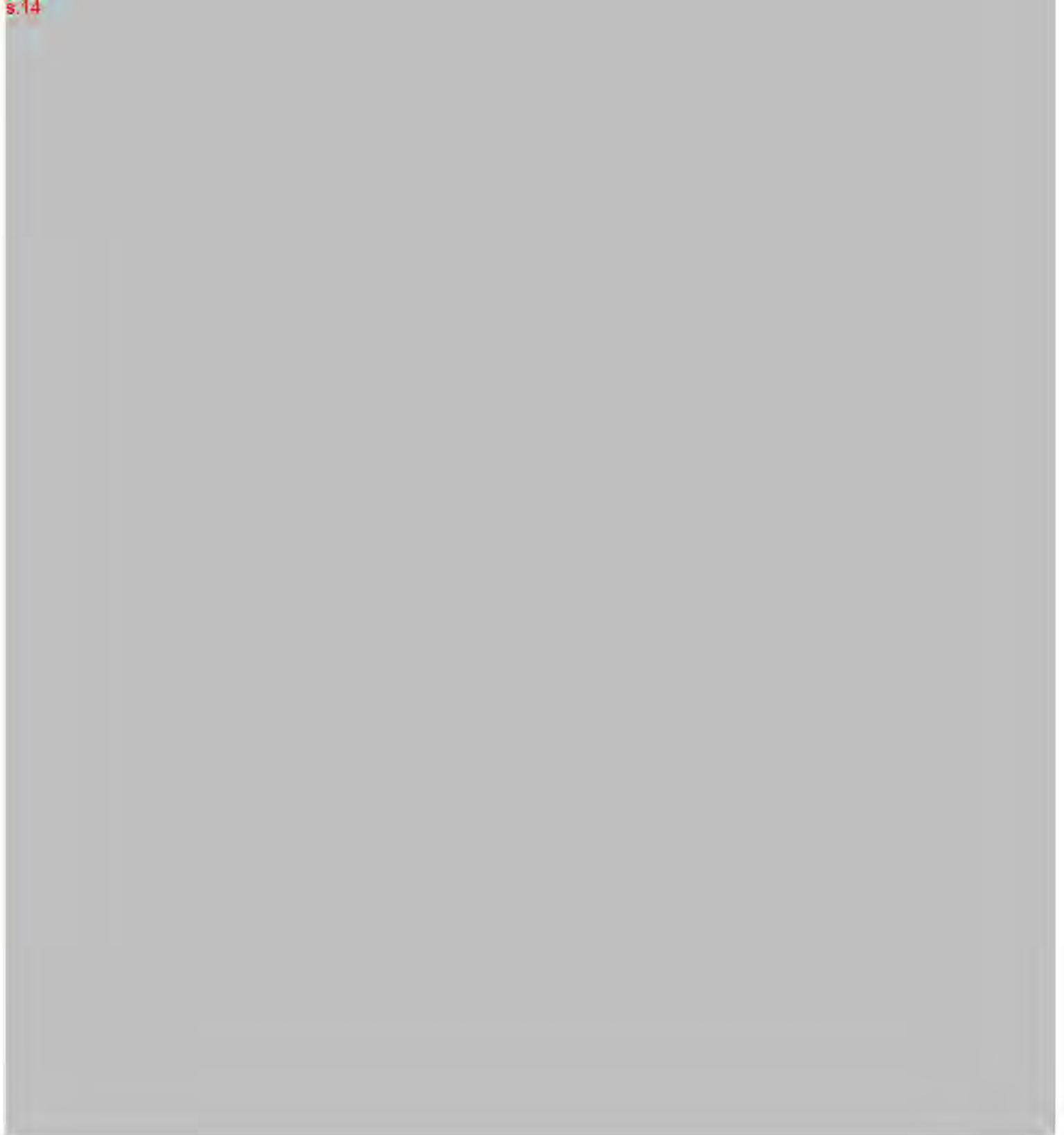
s.13(1)

s.13(1)

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Tim Collins
604-257-8437

s.14



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CC: "Chin, Daisy" <daisy.chin@vancouver.ca>
Date: 3/6/2020 10:55:20 AM
Subject: RE: Stanley Park Tennis Courts 1 to 6 - Draft Agreement

Nothing further from me.

Erica McDonald | Manager Recreation Services
t. 604.257.6945 | c. s.15(1)(l)

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From: Collins, Tim
Sent: Friday, March 6, 2020 10:20 AM
To: Quayle, Bruce; McDonald, Erica; Li, Jessica
Cc: Chin, Daisy
Subject: RE: Stanley Park Tennis Courts 1 to 6 - Draft Agreement

Nothing further to add
Thanks

From: Quayle, Bruce
Sent: Friday, March 6, 2020 9:58 AM
To: McDonald, Erica; Collins, Tim; Li, Jessica
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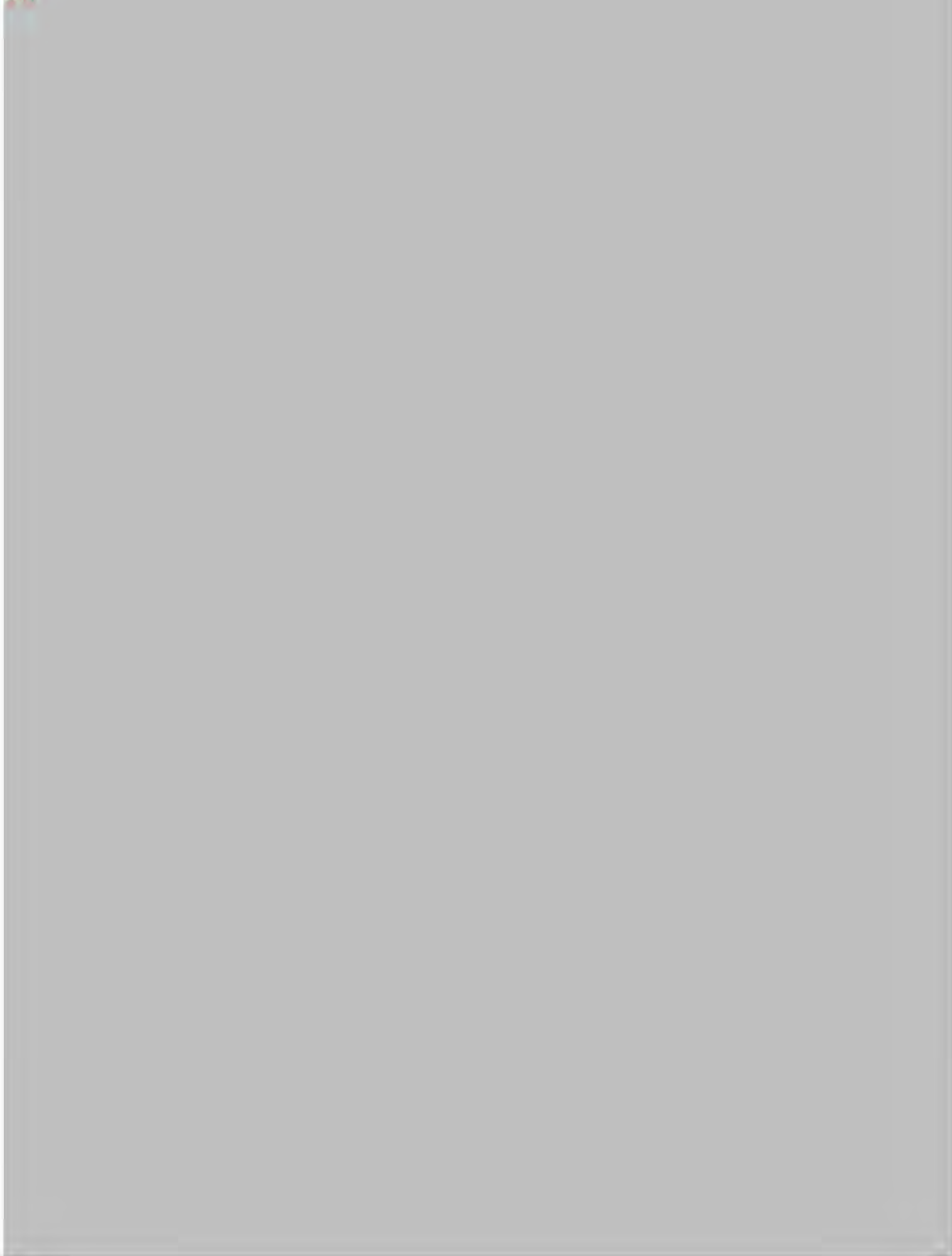
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t. 604.257.6945 | c. s.15(1)(l)

I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations
 

From: Collins, Tim
Sent: Monday, March 2, 2020 2:06 PM
Cc: McDonald, Erica; Li, Jessica
Subject: RE: Stanley Park Tennis Courts 1 to 6 - Draft Agreement
Importance: High

Jessica,

Do you have anything from BC Tennis regarding financials?

I think that Bruce's first draft is reasonable, with the exception of a few tweaks.

s.13(1)

s.13(1)

Thanks

Tim Collins
604-257-8437

s.14



From: Collins, Tim
Sent: Tuesday, February 18, 2020 9:43 AM
To: McDonald, Erica; Li, Jessica
Cc: Quayle, Bruce
Subject: RE: Stanley Park Tennis Courts 1 to 6 - Tennis BC Agreement

Good Morning All,

My apologies for the delayed response.

I believe Erica is correct, we are not paying the Proponent any monies to undertake these services, therefore the wording for Provisions 2.2 and 6.2, 6.3 will need to be amended.

Provision 3, any subcontractors commissioned by the Proponent shall be paid for by Proponents.

With regards to police checks for subcontractors, perhaps Jessica can confirm that the Proponents level of diligence matches that of the VPB.

Once confirmed we can amend this provision to clarify the expectations.

Under Provision 5; do we want to include more specific language around maintenance of the Licence Area i.e: repair of netting, who sweeps the courts etc?

Provision 6.2 will need to be amended to match what the proponent has proposed, Jessica can you please provide Bruce with the remittance structure from the RFP for consistency.

I would like to see how this crafted, it is noted that there is not a lot of money here, however, we should define the minimum expectations and prepare for addition growth.

Provision 6.5 could also have the date amended to reflect January 31 of the next calendar year, this will allow them to close out their yearend.

Provision 6.6, from an administrative perspective and consistent with how we received payment from the previous tenant operators, instead of monthly payments we structure this as a yearly submittal along with the audited financial statement. This would mean that we receive one (1) cheque each year that is accompanied with an audited statement. I would however like to clarify what the COV standards are for audited financial statements? Jessica?

Provision 13 Termination, mostly this is non-performance issue

I would also suggest that we include a Schedule B of the Licence Area that illustrates the area that we are granting the Proponent to use.

I would also like to include language around consultation with the Special Events Team in terms of Tournaments at the site.

(Tennis BC will coordinate all Tournaments through the VPB Special Events team no less than 90 days in advance of the event)

Also we should include language that Tennis BC also agrees to only display approved sponsor signage and banners at the site, approval is at the sole discretion of the VPB

Under the Notice provision can we please include the department and title of whom the notice should be directed to.

A no retail provision should be included as well.

Thanks and have a great day!

Tim

From: McDonald, Erica

Sent: Thursday, February 13, 2020 2:47 PM

To: Li, Jessica; Collins, Tim

Cc: Quayle, Bruce

Subject: RE: Stanley Park Tennis Courts 1 to 6 - Tennis BC Agreement

I have made some comments and suggested edits.

Tim there are areas under your prevue to review.

Question ☐there is no reference to signage, sponsorship requirements/processes, to the storage room access or to adherence to the program plan as supplied by the vendor in response to the RFP in this document. Should there be?

Erica McDonald | Manager, Recreation Services

Hillcrest Centre

604.257.6945

s.15(1)(l)

From: Li, Jessica

Sent: 13 February 2020 14:01

To: McDonald, Erica; Collins, Tim

Cc: Quayle, Bruce

Subject: FW: Stanley Park Tennis Courts 1 to 6 - Tennis BC Agreement

Hi Erica and Tim,

s.14

Thank you,

Jessica

s.14

From: "Collins, Tim" <Tim.Collins@vancouver.ca>
To: "McDonald, Erica" <erica.mcdonald@vancouver.ca>
CC: "Li, Jessica" <jessica.li@vancouver.ca>
"Quayle, Bruce" <bruce.quayle@vancouver.ca>
Date: 2/13/2020 11:13:35 PM
Subject: Re: Stanley Park Tennis Courts 1 to 6 - Tennis BC Agreement

My apologies everyone the day got away from me,

I will take a look late morning either afternoon on Friday

Tim

Sent from my iPhone

On Feb 13, 2020, at 2:46 PM, McDonald, Erica wrote:



I have made some comments and suggested edits.
Tim there are areas under your review.

Question – there is no reference to signage, sponsorship requirements/processes, to the storage room access or to adherence to the program plan as supplied by the vendor in response to the RFP in this document. Should there be?

Erica McDonald | Manager, Recreation Services
Hillcrest Centre
604.257.6945
s.15(1)(l)

From: Li, Jessica
Sent: 13 February 2020 14:01
To: McDonald, Erica; Collins, Tim
Cc: Quayle, Bruce
Subject: FW: Stanley Park Tennis Courts 1 to 6 - Tennis BC Agreement

Hi Erica and Tim,

s.14

Thank you,

Jessica

s.14



From: "McDonald, Erica"

To: "Li, Jessica" <jessica.li@vancouver.ca>

"Collins, Tim" <Tim.Collins@vancouver.ca>

CC: "Quayle, Bruce" <bruce.quayle@vancouver.ca>

Date: 2/13/2020 2:46:47 PM

Subject: RE: Stanley Park Tennis Courts 1 to 6 - Tennis BC Agreement

Attachments: Stanley Park Tennis Courts 1 to 6 (01323393-2) w EM Comments.doc

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Question – there is no reference to signage, sponsorship requirements/processes, to the storage room access or to adherence to the program plan as supplied by the vendor in response to the RFP in this document. Should there be?

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Hillcrest Centre

604.257.6945

s.15(1)(l)

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A no retail provision should be included as well.

Thanks and have a great day!

Tim

From: McDonald, Erica

Sent: Thursday, February 13, 2020 2:47 PM

To: Li, Jessica; Collins, Tim

Cc: Quayle, Bruce

Subject: RE: Stanley Park Tennis Courts 1 to 6 - Tennis BC Agreement

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Erica McDonald | Manager, Recreation Services

Hillcrest Centre

604.257.6945

s.15(1)(l)

From: Li, Jessica

Sent: 13 February 2020 14:01

To: McDonald, Erica; Collins, Tim

Cc: Quayle, Bruce

Subject: FW: Stanley Park Tennis Courts 1 to 6 - Tennis BC Agreement

Hi Erica and Tim,

s.14

Thank you,

Jessica

s.14



From: "Li, Jessica" <jessica.li@vancouver.ca>

To: "Marousek, Michael" <michael.marousek@vancouver.ca>

"McDonald, Erica" <erica.mcdonald@vancouver.ca>

"Collins, Tim" <Tim.Collins@vancouver.ca>

Date: 1/22/2020 7:23:57 PM

Subject: RE: SUBMISSION - Excel and PDF - 2 Files - PS20191554 - Provision of Services for Stanley Park Tennis Court Management - G & G Tennis

You were all able to open the Tennis BC file ok?

Jessica

From: Marousek, Michael

Sent: Wednesday, January 22, 2020 7:23 PM

To: Li, Jessica; McDonald, Erica; Collins, Tim

Subject: RE: SUBMISSION - Excel and PDF - 2 Files - PS20191554 - Provision of Services for Stanley Park Tennis Court Management - G & G Tennis

Yes, I was able to open it and sent the documents to Erica.

Michael

From: Li, Jessica

Sent: Wednesday, January 22, 2020 7:21 PM

To: McDonald, Erica; Marousek, Michael; Collins, Tim

Subject: FW: SUBMISSION - Excel and PDF - 2 Files - PS20191554 - Provision of Services for Stanley Park Tennis Court Management - G & G Tennis

Are you all able to open this submission (Erica was not able to)? If not, please phone IT-Help.

Thanks

Jessica

From: Gayle & Gordon [mailto:g-g@telus.net]

Sent: Monday, January 13, 2020 2:21 PM

To: City Bids

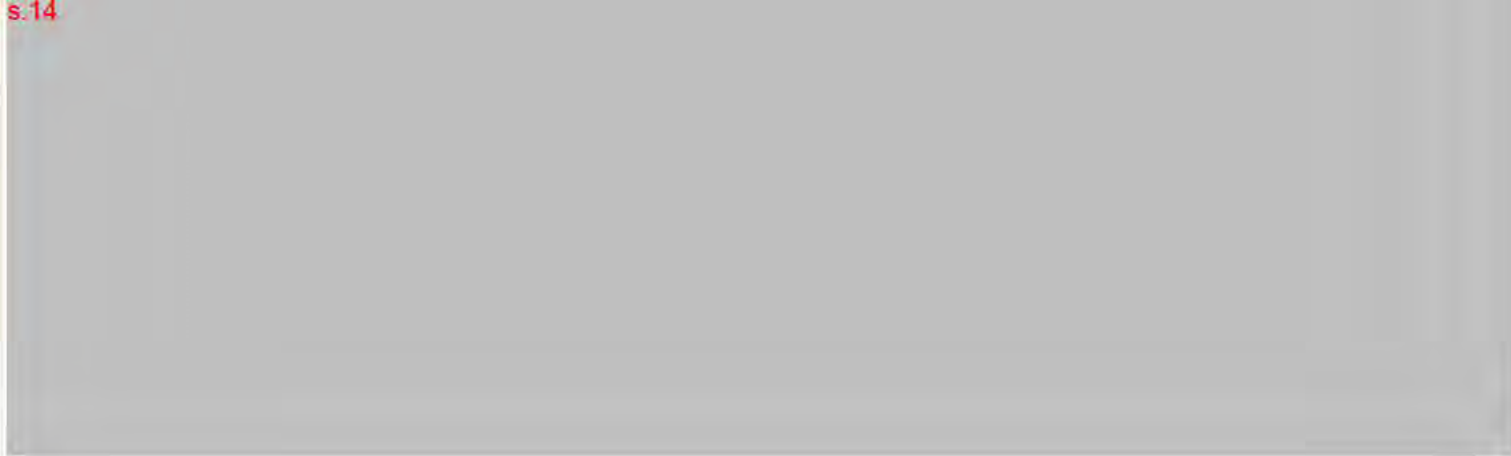
Cc: sharon Jacobs; Gk Gordon Cheng; Gayle Dobson

Subject: SUBMISSION - Excel and PDF - 2 Files - PS20191554 - Provision of Services for Stanley Park Tennis Court Management - G & G Tennis

Here is my submission, Thanks Gayle Dobson

>

>





From: "Li, Jessica" <jessica.li@vancouver.ca>
To: "McDonald, Erica" <Erica.McDonald@vancouver.ca>
CC: "Collins, Tim" <Tim.Collins@vancouver.ca>
Date: 3/12/2020 3:52:45 PM
Subject: RE: Tennis BC Contract

I'm expecting to hear back from them later today. They've been very busy due to changes and updates due to corona virus.

Jessica

-----Original Message-----

From: McDonald, Erica
Sent: Thursday, March 12, 2020 3:44 PM
To: Li, Jessica
Cc: Collins, Tim
Subject: Tennis BC Contract

Any update from Tennis BC Jessica?

Erica McDonald
Sent from my iPhone

From: "McDonald, Erica"
To: "Li, Jessica" <jessica.li@vancouver.ca>
BCC: "Chin, Daisy" <daisy.chin@vancouver.ca>
Date: 4/16/2020 5:15:02 PM
Subject: RE: Tennis

Thank you for getting back to me Jessica.

I will forward your request and encourage them to do so.

Erica McDonald | Manager Recreation Services
t. 604.257.6945 | c. s.15(1)(l)

I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations

From: Li, Jessica
Sent: Thursday, April 16, 2020 5:12 PM
To: McDonald, Erica
Subject: Tennis

Hi Erica,

You mentioned G&G Tennis are inquiring of the status of the Stanley Park Courts contract?

Could you ask them to call me tomorrow morning and I can provide them with an update?

Thanks,

Jessica Li
Buyer, Supply Chain Management
City of Vancouver
604.257.8411
jessica.li@vancouver.ca

From: "Bromley, Malcolm" <Malcolm.Bromley@vancouver.ca>

To: "Li, Jessica" <jessica.li@vancouver.ca>

CC: "Jackson, Steve" <Steve.Jackson@vancouver.ca>
"Chin, Daisy" <daisy.chin@vancouver.ca>
"Collins, Tim" <Tim.Collins@vancouver.ca>
"McDonald, Erica" <Erica.McDonald@vancouver.ca>
"Su, Susan Jing" <Susanjing.Su@vancouver.ca>

Date: 3/19/2020 3:21:11 PM

Subject: Re: Urgent - Concurrence for RFP PS20191554 - Provision of Services for Stanley Park Tennis Court Management

Yes

Malcolm Bromley
General Manager - Vancouver Park Board

On Mar 19, 2020, at 3:17 PM, Li, Jessica <jessica.li@vancouver.ca> wrote:

\u-257 ?
Hi Malcolm,

Do you concur with this award? If so could you forward your concurrence to Susan Jing Su?

Thank you,

Jessica

From: Jackson, Steve

Sent: Friday, March 13, 2020 6:52 PM

To: Chin, Daisy; Bromley, Malcolm

Cc: Collins, Tim; McDonald, Erica; Li, Jessica

Subject: RE: Urgent - Concurrence for RFP PS20191554 - Provision of Services for Stanley Park Tennis Court Management

I concur.

Malcolm ?can you concur on this at your earliest convenience?

From: Chin, Daisy

Sent: Friday, March 13, 2020 5:26 PM

To: Jackson, Steve

Cc: Collins, Tim; McDonald, Erica; Li, Jessica

Subject: Re: Urgent - Concurrence for RFP PS20191554 - Provision of Services for Stanley Park Tennis Court Management

I concur

Steve, please see directions below

Sent from my iPhone

On Mar 13, 2020, at 5:24 PM, McDonald, Erica <Erica.McDonald@vancouver.ca> wrote:

\u-257 ?

I concur.

Daisy please see directions below.

Erica McDonald | Manager, Recreation Services

Hillcrest Centre

604.257.6945

s.15(1)(l)

From: Li, Jessica

Sent: 13 March 2020 13:57

To: McDonald, Erica

Cc: Collins, Tim

Subject: Urgent - Concurrence for RFP PS20191554 - Provision of Services for Stanley Park Tennis Court Management

Hi Erica,

Please see Contract Approval Summary below for RFP PS20191554 – Provision of Services for Stanley Park Tennis Court Management. If you concur with the award, please state your concurrence and FORWARD concurrence in this email to Daisy Chin (and cc me) for further concurrences in the following order:

- ☐ Erica McDonald (cc Tim Collins) to Daisy Chin
- ☐ Daisy Chin to Steve Jackson
- ☐ Steve Jackson to Shauna Wilton
- ☐ Shauna Wilton to Susan Jing Su
- ☐ Susan Jing Su to Alexander Ralph

Thank you,

Jessica

s.13(1)





From: "Mark Roberts" <mroberts@tennisbc.org>
To: "McDonald, Erica" <erica.mcdonald@vancouver.ca>
Date: 3/11/2019 2:50:55 PM
Subject: Reach out

Hi Erica

I hope you are doing well. I heard you finally got some support so am hoping you are freed up a little bit.

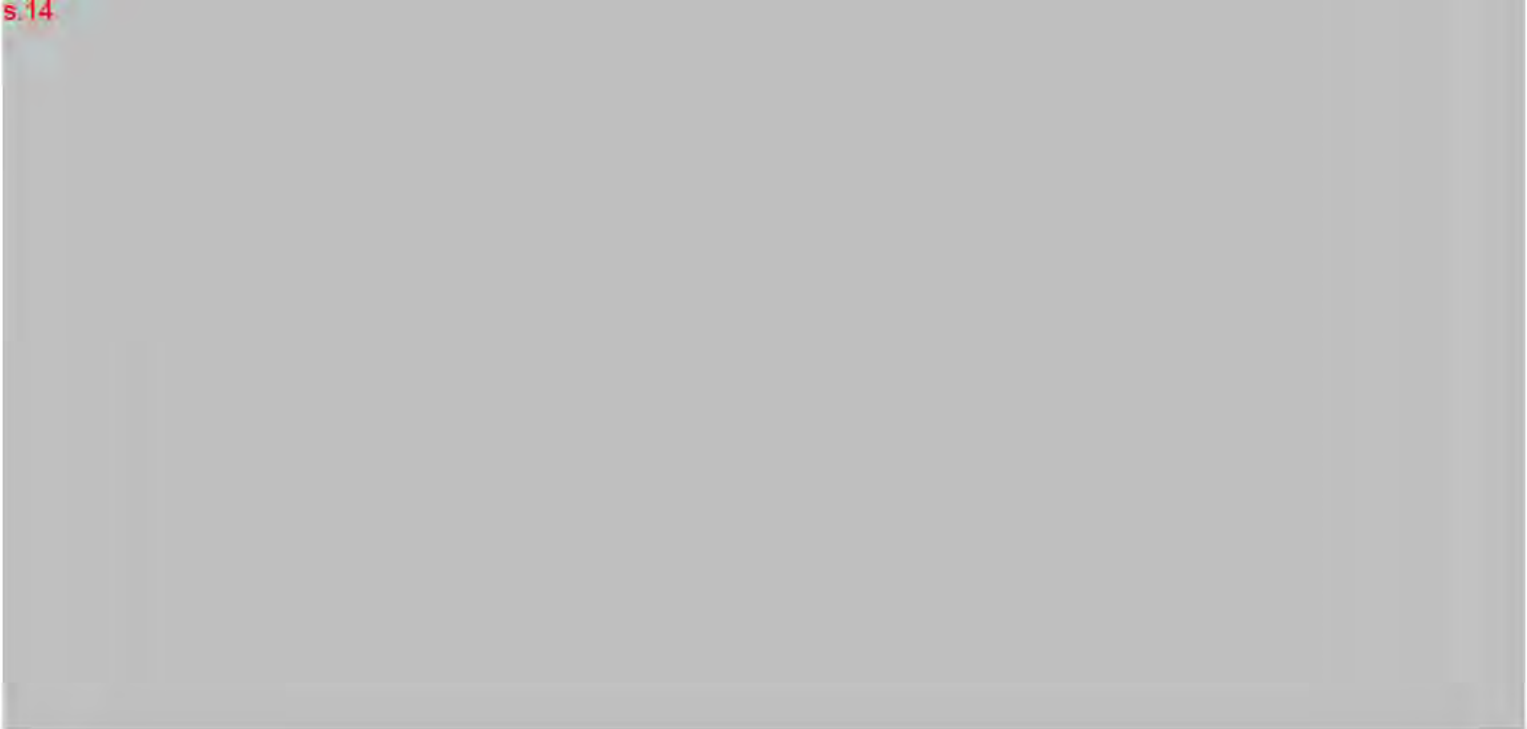
I know I am probably bugging you too much but we are still very anxious to try and get a few courts this summer for us to do some programming on. As an FYI I found out that Oak Bay Municipality has a court booking program that delivers programming as well as simple court booking. We have a tremendous opportunity to do the same here in Vancouver and we have technology now that we are anxious to get into play (with Tennis Canada). We will manage this for you and create a great test site for further opportunities. If we can generate some revenue to maintain the courts and or maybe even get them lit one day it could be a win win.

I hope to discuss with you anytime you have a free minute.

Best regards
Mark

Mark Roberts
CEO Tennis BC
www.tennisbc.org
604 737 3086 #9





From: "McDonald, Erica"

To: "Araujo, Sev" <sev.araujo@vancouver.ca>

"Collins, Tim" <Tim.Collins@vancouver.ca>

CC: "Marousek, Michael" <michael.marousek@vancouver.ca>

Date: 10/25/2019 1:36:48 PM

Subject: SP Tennis RFEOI v2 Expectations

Attachments: SP Tennis RFEOI v2.docx

Hello Sev and Tim,

Michael and I have drafted our RFEOI list of expectations.

Turns out we expect a lot. 😊

We hope this doesn't overwhelm an RFEOI process. Perhaps it pushes it into other territory?

We just felt that this relationship or partnership need to better aligned with PB priorities and additional expectations that we find important.

You will note yellow shaded areas that either need to be filled in later or need proper wording or need your input. Perhaps there are other items you want to add that we haven't thought of – or better ways to express expectations. Feel free to use the edit tool to make those suggested changes.

We realized that the list of what services PB provides to the proponent is a bit skimpy and should be mentioned earlier in the document perhaps. Let us know what you think.

Erica

Request for Expression of Interest

Stanley Park Tennis Court Management

The Park Board is seeking a partner whose values and operations are aligned with the Park Board Mission, Vision, and Strategic Objectives. Our partner should also be able demonstrate sound business practices balanced with a desire to serve all populations within our community.

To assess your organization ability and compatibility with PB priorities and expectations, we ask that you prepare responses and provide information in the following key areas. An outline of expected information is provided below and a template for required and optional information is provided in Appendix X. Proponents are to fill out and submit Appendix X in full. Incomplete submissions may be disqualified.

| Required Information | Park Board Strategic Objective |
|---|--|
| A. The Applicant/Organization – Please fill in Chart A | |
| The proponent is to describe the organization and governance structure (i.e. for-profit, PSO, society, etc.). | Recreation's relationships are strong and productive |
| The proponent is to list each principle operator/owner and describe the qualifications and background of each principle operator. | Recreation's relationships are strong and productive |
| The proponent is to disclose their plan for staffing the licensed premises in Chart A. Please identify the minimum certifications, licenses, police reference checks, etc. required by your principles, instructors, volunteers, and other workers. | Recreation offers excellent services to all |
| The proponent is to confirm that all principles, staff, guest instructors and volunteers will [need proper wording here] complete a police reference check and that such documents will be made available to the PB liaison upon receipt. | Recreation offers excellent services to all |
| B. Programing and Charges | |
| The proponent is to complete Chart B to illustrate proposed service/program offerings broken down into % mix in the chart accompanied by the fees to be charged in each of the 3 years of the license period. | Recreation is inclusive and accessible |
| The proponent is to provide a description of the services and intended target markets in CHART C. | Recreation is inclusive and accessible |
| The proponent is to illustrate their approach to integrate and accommodate different genders, indigenous people, people with disabilities and those with low income into their activities. | Recreation is inclusive and accessible |
| Proponent is to outline any additional plans that will enhance their services and program mix. | Recreation offers excellent services to all |

| | |
|---|--|
| C. Revenue Proposals | |
| The proponent is to propose a financial model (i.e. revenue sharing, flat fee per court per day, etc.) that will benefit the Park Board. | Recreation is financially healthy and administratively effective |
| D. Administration and Operations | |
| The proponent is to describe the reservation management/program registration system they will utilize to manage reservation, enrollments, payments, etc. | Recreation is financially healthy and administratively effective |
| The proponent is to describe or supply their risk management policies and procedures (i.e. cash handling, staff safety, first aid & emergency response, inclement weather, etc.). | Recreation is dynamic, healthy, and safe workplace environment |
| The proponent is to confirm [insert proper wording here on insurance requirements] | Recreation is financially healthy and administratively effective |
| The proponent is to confirm that a written report of all seasonal operations will be submitted to a PB designate no later than November 15 th of each program year completed. The report will include but is not limited to program and operations achievements and challenges (quantity and quality analysis), populations served, a financial report on costs and revenues ... | Recreation offers excellent services to all |
| The proponent is to confirm assumption of costs during the licensed season of the minor maintenance or preventative maintenance of the courts and related areas (e.g. net replacement, minor court repairs) | Recreation is financially healthy and administratively effective |
| The proponent will confirm their understanding of a defined list of provision of services and supports from Park Board staff in CHART F. | Recreation offers excellent services to all |
| The proponent will provide in CHART D, if not already listed, their expectations of additional services from the Park Board in and their willingness to contribute to the cost of these services should there be an associated expense. | Recreation is financially healthy and administratively effective |
| E. Operating Season/Schedules | |
| The proponent is to outline the intended start/end dates for each season and daily operating schedules in CHART E. | Recreation offers excellent services to all |
| The proponent is to confirm that they will be ready to deliver their programming starting at the beginning of the tennis season (April – May, weather dependant). | Recreation offers excellent services to all |
| The proponent is to confirm that they will fully accommodate the Stanley Park Tennis Open during their operational season as a rental client. | Recreation offers excellent services to all |
| F. Promotions/Marketing | |
| The proponent is to describe or to supply a marketing and/or promotions plan. | Recreation offers excellent services to all |
| The proponent is to confirm that they will supply all | Recreation's relationships |

| | |
|--|--|
| promotional material and links to websites and registration sites to their PB liaison no later than April 1 st of each program year. | are strong and productive |
| The proponent is to confirm that they will include on all promotion materials and websites any required statements and/or logos related to the licensing of the facility by the Park Board | Recreation's relationships are strong and productive |
| G. Optional Information | Park Board Strategic Objective |
| Alternate Site | |
| The proponent is to explain their plans and intentions in regards to the possibility to operate at other Park Board Tennis facility if such opportunity became available. | Recreation's relationships are strong and productive |

Proposal Submission Template

SECTION A ORGANIZATION AND STAFF INFORMATION

CHART A

| | | |
|---|--|--|
| Legal Name of Organization | | |
| Commonly Used Name of Organization | | |
| Type of Organization | <input type="checkbox"/> Aaa <input type="checkbox"/> bbb | <input type="checkbox"/> Ccc <input type="checkbox"/> Other |
| Non Profit Society # | | |
| Principle's Name and Title | | |
| Background/Qualifications | | |
| Principle's Name and Title | | |
| Background/Qualifications | | |
| Principle's Name and Title | | |
| Background/Qualifications | | |
| Staff and Volunteer Information | | |
| Staff Position Title | # of Staff in Position | Min. Certifications |
| | | |
| | | |
| | | |
| | | |
| | | |
| Volunteer Position Title | # of Vol in Position | Min. Certifications |
| | | |
| | | |
| | | |
| | | |

Additional Notes:

SECTION B PROGRAM AND FEE INFORMATION

CHART B

| Service | % of Seasonal Schedule | Proposed Fees \$ | | |
|---------------------|------------------------|------------------|------|------|
| | | 2020 | 2021 | 2022 |
| Programming/Lessons | | | | |
| Court Rentals | | | | |
| Leagues | | | | |
| Ladders | | | | |
| Tournaments | | | | |
| Other | | | | |
| TOTAL | 100% | | | |

Describe each service area and which market you are targeting (age group, ability, gender, etc.)

CHART C

| Service | Description | Target Market |
|----------------------|---|---------------|
| Programming/Lessons | Please ensure age groups are identified | |
| Court Rentals | Length of Rental Period: | |
| Leagues | | |
| Ladders | | |
| Tournaments | | |
| Other, pls describe: | | |

Please describe your programming/access plan for the following populations:

Male, Female, LGBTQ, Gender Neutral Populations

Disabled

Indigenous

Low Income

Please describe any additional programming or service offerings that you may introduce.

SECTION C REVENUE SHARING / PAYMENT TO PARK BOARD

Outline in detail your revenue sharing proposal. Please indicate total revenues that the Park Board may receive through your proposal.

If not already listed, please list your expectations of additional services to be supplied to assist with your operations in the chart below and please indicate your willingness to contribute to the cost of these services should there be an associated expense. Add more rows if required.

CHART D

| Service Season | Service Expectation | Willingness to Cost Share |
|----------------|---------------------|--|
| Pre-Season | | <input type="checkbox"/> Willing to Bear Cost <input type="checkbox"/> Willing to Share Cost <input type="checkbox"/> This is a PB Cost Only |
| | | <input type="checkbox"/> Willing to Bear Cost <input type="checkbox"/> Willing to Share Cost <input type="checkbox"/> This is a PB Cost Only |
| During Season | | <input type="checkbox"/> Willing to Bear Cost <input type="checkbox"/> Willing to Share Cost <input type="checkbox"/> This is a PB Cost Only |
| | | <input type="checkbox"/> Willing to Bear Cost <input type="checkbox"/> Willing to Share Cost <input type="checkbox"/> This is a PB Cost Only |
| Post Season | | <input type="checkbox"/> Willing to Bear Cost <input type="checkbox"/> Willing to Share Cost <input type="checkbox"/> This is a PB Cost Only |
| | | <input type="checkbox"/> Willing to Bear Cost <input type="checkbox"/> Willing to Share Cost <input type="checkbox"/> This is a PB Cost Only |

SECTION D ADMINISTRATION AND OPERATIONS

Describe your reservation management/program registration/Point of Sale system that you plan to use.

Please describe your risk management policies and/or processes. If you wish to submit copies of those policies/processes please list what is being supplied below and indicate that they are being supplied separately.

SECTION E OPERATING SEASON/SCHEDULES

CHART E

In 2020 ...

| | | |
|---|--|--|
| The season will ... | start on – | end on – |
| | | |
| On Monday the courts will | open at – | close at – |
| On Tuesday the courts will | open at – | close at – |
| On Wednesday the courts will | open at – | close at – |
| On Thursday the courts will | open at – | close at – |
| On Friday the courts will | open at – | close at – |
| On Saturday the courts will | open at – | close at – |
| On Sunday the courts will | open at – | close at – |
| We will be closed/non-operational on the following days | <input type="checkbox"/> Victoria Day <input type="checkbox"/> Labour Day | <input type="checkbox"/> Canada Day Other – <input type="checkbox"/> BC Day |
| Other Schedule Info | | |

What changes will or could occur in 2021?

What changes will or could occur in 2022?

SECTION F PROMOTIONS/MARKETING

Describe your promotions and marketing plan.

SECTION G **ALTERNATE SITE** **Optional**

This RFEOI is requesting information on a Tennis Court Management **partnership** at the lower six courts at Stanley Park. If an opportunity to provide a similar service at another Park Board multi-court site is desirable and feasible the Park Board may consider it. If your organization has such an interest, please submit a separate proposal and please provide as much detail as possible using Appendix **X** as a guideline.

ACKNOWLEDGEMENT OF EXPECTATIONS FROM THE PARK BOARD

In this section please provide your acknowledgement of and intention to comply with Park Board expectations as presented below.

SECTION A

☐ I understand and agree that if I am/my organization is the successful proponent, that I am to submit, no later than May 1st of each year of the license term, copies of the signed police reference checks on all principles, staff, guest instructors, and volunteers who will be operating out of the Stanley Park location

Initials _____

SECTION D

☐ I understand and agree that if I am/my organization is the successful proponent, that I am to submit a written summary report of the seasonal operations to a PB designate no later than November 15th of each year. At a minimum, the report will include a quantitate and qualitative overview of the programming delivered, clients served, operations insights, and an assessment of the successes and challenges. The summary will be accompanied by a budget statement which will include all costs and revenues achieved.

Initials _____

☐ I understand and agree that if I am the successful proponent, that I am to submit proof in insurance to the PB liaison no later **than 4 weeks** prior to commencement of the operational season as outlined below:

Initials _____

Details to be inserted here

☐ I understand and agree that if I/my organization is the successful proponent, that all costs during the licensed season related to the minor maintenance or preventative maintenance of the courts and related areas are the sole responsibility of the successful proponent. These costs are to include but are not limited to minor court repairs, purchase of cleaning materials and tools, net replacement, operational signage, etc.

Initials _____

☐ I understand and agree that if I/my organization is the successful proponent, that the following services will be provided to me by the Park Board with associated fees as indicated below:

CHART F

| Service/Provision | Cost to Proponent | Initials |
|--|-------------------|----------|
| Power Cleaning of the Courts prior to start of season | 0 | |
| Designated PB liaison for access to information and for any requested changes or modifications to expectations | 0 | |
| What else? | | |
| | | |
| | | |
| | | |
| Storage space – [description] | Insert cost | |
| Option for outside storage beside court – Greenly box?? | cost | |

SECTION E

☐ I understand and agree that if I/my organization is the successful proponent, that we will commence programming/operations starting at the beginning of the tennis season (April – May, weather dependant).

Initials _____

☐ I understand and agree that if I/my organization is the successful proponent, that we will fully accommodate the Stanley Park Tennis Open during their annual tournament dates which will be supplied to us by the PB at a later date.

Initials _____

SECTION F

☐ I understand and agree that if I/my organization is the successful proponent, that I will supply all promotional material and links to websites and registration sites to their PB liaison no later than April 1st of each program year.

Initials _____

☐ I understand and agree that if I/my organization is the successful proponent, that I will include or post any required statements and/or logos related to the licensing of the facility as requested by the Park Board

Initials _____

DRAFT

Proposed Scoring Matrix (sample):

MICHAEL TO REALIGN WITH NEW STRUCTURE ABOVE)

| Item | Criteria | Weight (%) | Score (1-5) | Result (Weight * Score) |
|------|--|------------|-------------|-------------------------|
| 1 | Proponent's Profile | 15 | 4 | 60 |
| 2 | Proponent's alignment with Park Board strategic objectives | 25 | 3 | 75 |
| 3 | Proposed Programming Mix | 25 | 5 | 125 |
| 4 | Financial Commitment | 10 | 2 | 20 |
| 5 | Operational Efficiency and Risk Management | 25 | 3 | 75 |
| | TOTAL | 100 | N/A | 355 |

In the sample above, the organization would have scored 385.0 out of a possible total of 500. This total will be compared against all other submissions. The proposal with the highest total will be deemed the winning proposal.

The Park Board recognizes that "Best Value" is the essential part of licensing a service and therefore the Park Board may prefer a proposal with a lower score, if it offers greater value and better serves the Park Board's mission and vision and it better aligns with the Park Board's Strategic Objectives. The Park Board's decision shall be final.

The Park Board may, at its sole discretion, invite one or more proponents for an interview or request further clarification to address any questions relating to their proposal(s).

Proponents will be responsible for any costs associated with the preparation for, and attendance at the interview to take place at a specified location in Vancouver, BC. The Park Board may, at its sole discretion, select the format for the interview (i.e. in-person, telephone, video-conference, etc.)

The Park Board may, if necessary, re-evaluate and adjust the previously determined scores based on the results of the interview(s).

Proposed Timeline: (SEV – realize that these may not be realistic but provided here to stimulate discussion)

| Activity | Date |
|------------------------------|----------------------------------|
| Issuance of RFEOI: | November 15 th , 2019 |
| Close of Questions Deadline: | November 29 th , 2019 |
| Close of RFEOI: | January 10 th , 2020 |
| Anticipated Award Date: | January 24 th , 2020 |

From: "McDonald, Erica"

To: "Collins, Tim" <Tim.Collins@vancouver.ca>

"Araujo, Sev" <sev.araujo@vancouver.ca>

Date: 12/5/2019 2:41:42 PM

Subject: Stanely Park Proponent Contact

Hi Tim/Sev,

I have been searching my files for the gentleman who reached out to me over a year ago wanting to know when the Stanley Park Tennis opportunity would be posted. I cant find it.

I believe I forwarded to you at the time.

Did either of you keep it? If yes please forward the email back so we can send the RFP to him directly.



Waututh Nations



Erica McDonald | Manager Recreation Services

My pronoun is: she/her/hers

Vancouver Board of Parks and Recreation

Hillcrest Centre

4575 Clancy Loranger Way, V5Y 2M4

t. 604.257.6945 | c. s.15(1)(l)

I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil

From: "McDonald, Erica"

To: "Li, Jessica" <jessica.li@vancouver.ca>

"Collins, Tim" <Tim.Collins@vancouver.ca>

"Marousek, Michael" <michael.marousek@vancouver.ca>

Date: 1/23/2020 3:34:09 PM

Subject: Stanley Park TC RFP Interview

I propose the following items be discussed with the leading proponent at the meeting that Jessica is working to set up. Please provide your comments ASAP. Please note I am asking some questions below – feel free to advise or weigh in. Please note that we would not share the sub-points with Tennis BC – just the titles

1. Schedule

a. s.13(1)

b.

c.

d.

2. Signage

a. s.13(1)

b.

c.

d.

3. Amendment request – locating a trailer on site

a. s.13(1)

b.

c.

4. Amendment request – resurfacing the courts in time for the 2021 Stanley Park Open

a. s.13(1)

b.

c.

5. Sponsorship

a. s.13(1)

b.

c.

d.

e.

6. Pro Shop/Retail

a. s.13(1)

b.

c.

7. Expansion to Other Tennis Courts in the City

a. s.13(1)

b.

c.



Waututh Nations



Erica McDonald | Manager Recreation Services

My pronoun is: she/her/hers

Vancouver Board of Parks and Recreation

Hillcrest Centre

4575 Clancy Loranger Way, V5Y 2M4

t. 604.257.6945 | c. s.15(1)(l)

I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil

From: "Araujo, Sev" <Sev.Araujo@vancouver.ca>
To: "McDonald, Erica" <erica.mcdonald@vancouver.ca>
CC: "Marousek, Michael" <michael.marousek@vancouver.ca>
"Collins, Tim" <Tim.Collins@vancouver.ca>
"Chin, Daisy" <daisy.chin@vancouver.ca>

Date: 9/17/2019 7:54:27 PM

Subject: Stanley Park Tennis Club and Court Management

Attachments: RE: Stanley Park Pay Tennis Court Management: In House or REFOI.msg
Ground Floor 8901 Stanley Park Dr. FINAL 2019.07.13.pdf
Pay Tennis Board Report at Kits beach June 7 1995.pdf
Pay Tennis Board Report at Stanley Park November 26 2008.pdf

Thanks Erica.

For our meeting next week some things to consider and requiring action:

Stanley Park Tennis Club

We can do a basic licence agreement for storage. Attached is a drawing of the main floor of the site and Room 124A (120 ft²) which would be used for storage.

How long are you thinking?

Will there be a fee? If so \$50 - \$100/month is not unreasonable which works out to \$5-\$10/ ft² annually. As per their bylaws and the information they sent us, with 124 members and membership fees ranging from \$65.00 - \$80.00 they could afford to contribute something as they annually have about \$9K but I'll look to you to advise

It will be important to meet with them and establish a relationship. Who in Rec will be point? Tim or I can come to meeting also so they know who from a contract admin side they would deal with

Stanley Park Tennis Court Management

This time last year the decision was to go out for an REFOI (see attached email) but due to timing same operator was sole sourced. As discussed before an REFOI is put out a decision should be made if a Board memo should be sent to give them a heads up or just go through process and then go to Board for approval. I suggest Daisy discuss with Malcolm and /or Shauna as to best course of action before Procurement is engaged.

Procurement will not approve continuing to single source this operating agreement as has been the case for the last 6 years; I say this because I am having an issue with single sourcing Concession operators even though Board approved. Once REFOI process is complete as mentioned it will need to go to Board for approval. Attached for reference is the Board report for tennis at Kits courts in 1995 prepared by Rec and the 1998 report for Stanley Park courts prepared by the Stanley District.

Tim and I can certainly help on the procurement and contract side

Sev Araujo

Manager, Commercial Operations

Vancouver Park Board, City of Vancouver

o. 604 257 8436 / f. 604 257 8427

Email: Sev.Araujo@vancouver.ca

From: McDonald, Erica
Sent: Monday, September 16, 2019 8:36 PM
To: Araujo, Sev; Collins, Tim; Chin, Daisy
Cc: Marousek, Michael

Subject: RE: Stanley Park Pay Tennis

Hi Sev,

Daisy and I did discuss this item and we concluded that we should continue to provide space for the Stanley Park Tennis Club in the building.

We should have some type of legal document to govern the conditions and relationship. I trust that you or Tim can initiate that document.

We have so many groups utilizing space in PB facilities across the city under many different arrangements, many having been made 20 or 30 years ago without any type of documentation. To change the arrangement for the Tennis Club without a more wholistic approach is not desirable. Neither your unit or mine has the capacity for any major shifts at this time.

The Tennis Court Management Plan is identified as a 2020 PB priority. Hopefully we will get some help through VanPlay to support this Plan. So we will carry on with a pay tennis arrangement at Stanley Park for at least 2-3 more years. We are prepared to work with you to update the RFEI for issuance this fall. I have sent a meeting request to start the conversation.

Erica McDonald | Manager, Recreation Services

Hillcrest Centre

604.257.6945

s.15(1)(l)

From: Araujo, Sev

Sent: 27 August 2019 12:03

To: Collins, Tim; Chin, Daisy; McDonald, Erica

Subject: RE: Stanley Park Pay Tennis

Hi Tim,

While you were on holidays I met with Daisy about the following outstanding issues since 2016

- 1) Stanley Park Tennis Club and their request to obtain space for their club in one of the 2 PB spaces at 8001 Stanley Park Drive (Stanley Park Brewing building)
- 2) Management of Stanley Park Tennis Courts

Erica is away and once they discuss they will get back to us with next steps/suggestions

I have reached out to the tennis club and you get back to Gordo and Gayle and let them know Park Board will get back to the toward end of September

Thank you

Sev Araujo

Manager, Commercial Operations

Vancouver Park Board, City of Vancouver

o. 604 257 8436 / f. 604 257 8427

Email: Sev.Araujo@vancouver.ca

-----Original Message-----

From: Collins, Tim

Sent: Tuesday, August 27, 2019 11:51 AM

To: Araujo, Sev; Chin, Daisy; McDonald, Erica

Subject: FW: Stanley Park Pay Tennis

Hello Daisy and Erica,

G+G Tennis are inquiring into your plans for the tennis program that they offer at the SP tennis courts.

Can you please respond to them.

Thanks

Tim Collins
604-257-8437

-----Original Message-----

From: G-G [mailto:g-g@telus.net]
Sent: Tuesday, August 27, 2019 11:49 AM
To: Collins, Tim
Cc: Gordon Cheng
Subject: Stanley Park Pay Tennis

Hello Tim,

You emailed us last year about the Operating Agreement for 2019 and at the end of the email you made mention of a tennis program strategy from the recreation department. Can you let us know if there is a new plan or whether the pay courts will operate as usual? I already have been asked about bookings etc for next year. And I am very interested in returning.

Thanks

Gayle Dobson
and Gordon Cheng

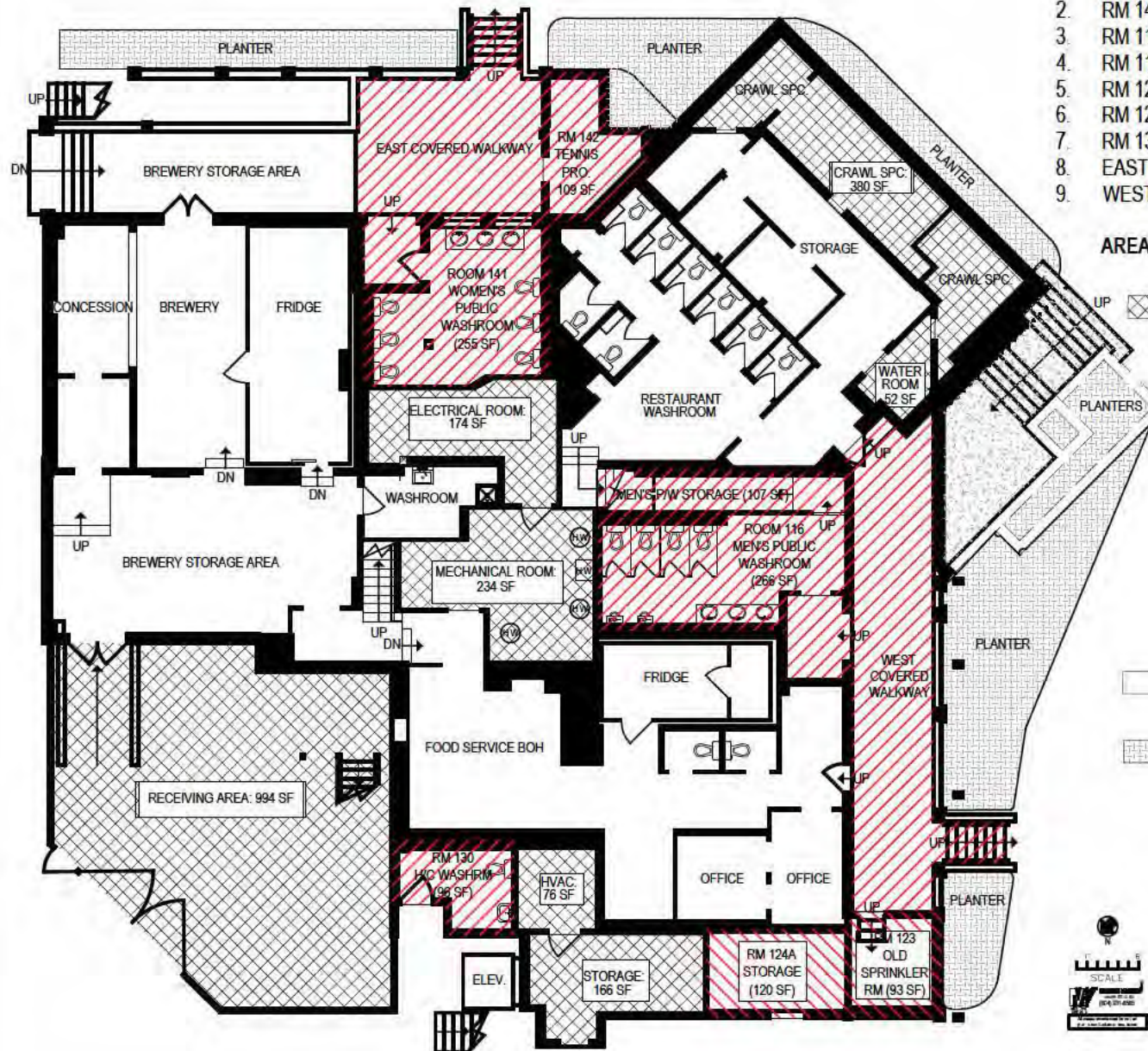
Sent from my iPhone

SCHEDULE A: GROUND FLOOR

PARK AREA TOTALS INDICATED IN DIAGONAL HATCH
NOT PART OF THE "PREMISES"

1. RM 142 TENNIS PRO SHOP 109 SF
2. RM 141 WOMEN'S PUBLIC WASHROOM 255 SF
3. RM 116A MEN'S PUBLIC WASHROOM STORAGE 107 SF
4. RM 116 MEN'S PUBLIC WASHROOM 266 SF
5. RM 123 OLD SPRINKLER ROOM 93 SF
6. RM 124A EXTERIOR STORAGE AREA 120 SF
7. RM 130 HANDICAP PUBLIC WASHROOM 96 SF
8. EAST COVERED WALKWAY 250 SF
9. WEST COVERED WALKWAY 503 SF

AREA TOTAL FOR THE PARK: 1,799 SF



PILT AREAS -
PART OF THE "PREMISES"

RECEIVING: 994 SF
ELECTRICAL ROOM: 174 SF
MECHANICAL ROOM: 234 SF
CRAWL SPACE: 380 SF
WATER ROOM: 52 SF
STORAGE ROOM: 166 SF
HVAC ROOM: 76 SF

PILT TOTAL: 2,076 SF

PART OF "PREMISES"

PLANTERS - PART OF "PREMISES"

TOTAL LEVEL ONE FLOOR AREA :
5760 SF ROOM AREAS
+ 753 SF WALKWAYS
+ 994 SF LOADING AREA
= 7,507 SF



Board - June 19/95

SUBJECT: PAY TENNIS CONCESSION AT KITSILANO BEACH

The following people are to receive a copy of this Board Report prior to 12:00 noon, Friday, June 9, 1995.

| No. | Name | Organization | Address | Telephone |
|-----|--------------------------|-----------------------------------|-------------------------------------|------------------|
| 1. | s.22(1) tennis player | | s.22(1) VANCOUVER, B.C. | s.22(1) |
| 2. | s.22(1) tennis player | | s.22(1) VANCOUVER, B.C. | |
| 3. | s.22(1) tennis player | | s.22(1) VANCOUVER, B.C. | |
| 4. | s.22(1) tennis player | | s.22(1) VANCOUVER, B.C. | s.22(1) |
| 5. | PATRICIO GONZALEZ | PROFESSIONAL TENNIS SERVICES LTD. | | FAX: 263-9796 |
| 6. | TOM FAWCETT | TENNIS BC | 1367 W. BROADWAY VANCOUVER, B.C. | FAX: 737-6043 |
| 7. | s.22(1) tennis player | | s.22(1) VANCOUVER, B.C. | |
| 8. | s.22(1) tennis player | | s.22(1) VANCOUVER, B.C. | |

Signature
Section Manager

A. Argent per AB

Board Report will be accepted for printing without this signed cover sheet.

Board - June 19/95

DATE: June 7, 1995

SUBJECT: PAY TENNIS CONCESSION AT KITSILANO BEACH

RECOMMENDATION

That the Park Board continue the Pay Tennis Concession at Kitsilano Beach for the duration of the concessionaire's contract

POLICY

That the Board allow a variety of tennis activities including lesson programs, tournaments, tennis clubs and pay tennis on Park Board tennis courts.

That the Board annually evaluate the operation of pay tennis concessions (e.g., hours of operation, season of play, etc.).

That the Board investigate establishing additional pay tennis concessions.

- 1994 Tennis Policy

BACKGROUND

Pay tennis has been in effect in Stanley Park, May to September, since the early 1980's. Designed originally to resolve disputes during prime hours, to equitably distribute playing time and maximize court usage, pay tennis has proven successful in the Stanley Park location although there was initial resistance.

The operation of pay tennis concessions was reviewed as a part of the Board's 1994 Tennis Policy Review. Players opinions ranged from eliminating to expanding the pay tennis operation. Players in favour of pay tennis stated that reserved court access allows people with time constraints to play tennis (e.g., work commitments, childcare, etc.). In addition, pay tennis procedures allow for reserving more than the 1/2 hour of court time permitted under the conditions of use for casual tennis play. Players who were not in favour of pay tennis suggested that the existence of pay courts place more pressure on adjacent public courts. There was some consensus that if pay tennis is to be programmed, at least 50% of the courts at the site remain public (no charge) courts.

As a result of the Tennis Policy Review, the Board adopted the recommendations (as outlined above) made in the 1994 Vancouver Park Board Tennis Policy report.

H:\RECREAT\WORK\IPBR\KITS

As part of the Budget Management Plan, the Board approved the expansion of pay tennis to include Kitsilano Beach and Queen Elizabeth Park. Resurfacing of the Queen Elizabeth tennis courts, situated on the Kersland Reservoir has been delayed for over two years pending a G.V.R.D. seismic study. Once the results of this study are known and it is possible to resurface these courts, it is planned to include Queen Elizabeth in the pay tennis program.

It is important to note that the Board's primary reason for operating pay tennis concessions relates to the provision of service (e.g., reserved court time option, lessons, tennis ladders, childrens' "camps") rather than revenue generation. This is reflected in the recommendations made in the 1994 Vancouver Park Board Tennis Policy:

- 50% of the courts at the concession site must operate as public courts;
- fee schedule is based on similar Park Board facilities (racketball, squash);
- demand for service will influence the concession's season of operation, hours of operation (evaluated annually).

At the April 10, 1995 meeting, the Board granted Professional Tennis Services Limited (Patricio Gonzalez) approval to operate a pay tennis concession on 5 courts at Kitsilano Beach and 9 courts at Stanley Park.

DISCUSSION

The pay tennis concession at Kitsilano Beach has been in operation for less than 1 month. Staff feel that in order to fairly evaluate the effectiveness of any operation there should be a longer review period. A monthly review of prime and non prime time bookings, and total revenues will be conducted with the potential for an adjustment in hours of operation or prime time designations.

The Board is bound by a contract agreement with Professional Tennis Services Limited to operate the concession but they have indicated a willingness to evaluate hours of operation as the summer progresses. Such a review will be done regularly through the Recreation Services Committee.

The following information is provided for clarification on some of the issues raised at the June 5th meeting of the Park Board:

Kitsilano Concession Revenue Estimates:

In terms of revenue generation, pay tennis has annually provided the Board with an average of \$12,000 in revenues from the Stanley Park operation. Based on per court revenues in Stanley Park, averaged over the past 3 years of operation and in consideration of associated costs, staff estimated \$4,700 in potential gross revenue per court to the Board from the Kitsilano location. Given the opportunity to run a tennis concession unimpeded, staff believe this is still possible.

The Kitsilano Pay Tennis Program:

While the show of support against the pay tennis facility at Kitsilano Beach is impressive it should also be noted that staff have received a number of calls and letters in support of pay tennis at Kitsilano. A number of these individuals have also reported intimidation and a level of discomfort which continues in the form of anti pay tennis signage and continuing verbal abuse. This situation makes assessment of the real potential of pay tennis in this location difficult to determine.

The Tennis Concession & Contract:

There appears to be some misunderstanding about the status of a concession operation and the governing contract with the Board. Staff examined the feasibility of hiring staff on an hourly basis to operate pay tennis but determined that a contract agreement would provide a higher level of financial return to the Board as well as a better level of service to the user. Lessons are a part of this agreement. The Board receives its share of the court rental for the lesson and a percentage of the lesson fee. Lessons are limited to non prime hours. The contract is an incentive to the contractor to maximize the rental potential but it also increases the revenue to the Board at the same time.

The contract for the Tennis Concession followed the procedures required by the City. The individual engaged by the Board has a 15 year history working for community centres in the operation of tennis programs. All credentials and references have been checked and rechecked.

Tennis Concession Procedures:

The tennis concession operates on the basis of numbered tickets. This is a system used in a number of Park Board facilities, namely the pitch and putt courses and until recent computerization, the ice rinks and pools. It is an approved procedure by the City Auditor. Staff are satisfied that all procedures are being followed as required. The Board receives financial accounting statements on a monthly basis but staff and the operator communicate on a daily basis regarding the status of both locations. All staff hired through the tennis concession have legal work permits if they are not Canadian citizens.

CONCLUSION

This new program requires a longer period of unimpeded operation before it can be objectively evaluated. Recognizing the current low usage of the pay tennis courts at Kitsilano, a monthly review of the situation, both of revenue and prime/non prime usage, is a viable solution given the variety of issues surrounding this matter. The existing contract with the concessionaire is for the 1995 season only. Pay tennis in this location and the nature of the contract will be thoroughly reviewed at the end of the season.

Prepared by:
Recreation Division
Vancouver Board of Parks & Recreation

Date: November 26, 2008



TO: Board Members – Vancouver Park Board
FROM: General Manager – Parks and Recreation
SUBJECT: AWARD OF STANLEY PARK PAY TENNIS CONCESSION FOR 2009-2013

RECOMMENDATION

- A) THAT the Board award the Stanley Park Pay Tennis Concession to Gayle Dobson and Gordon Cheng dba G & G Tennis Services, for the 2009 season, to be renewed annually for 2010 and subsequent seasons up to and including 2013, by mutual consent of the Board and the Operators.*
- B) THAT no legal rights shall arise and no consents, permissions or licenses are granted hereby and none shall arise or be granted hereafter unless and until all contemplated legal documentation has been executed and delivered by all parties.*
- C) THAT once the form of all legal documentation has been approved by the General Manager and Director of Legal Services for the city of Vancouver, that the General Manager be authorised to execute and deliver such documentation on behalf of the Board.*

BACKGROUND

Pay Tennis has operated at six of the 17 tennis courts in front of the Fish House Restaurant in Stanley Park in the spring and summer months since the early 1980s. The Board awards the pay tennis concession to an operator on a revenue sharing basis. The Operator rents out the courts, provides lessons and runs programs. The Board provides the Operator with a small office underneath the Fish House Restaurant out of which to operate.

These six courts are the only Board tennis courts where this type of arrangement is in effect. There are approximately 170 other tennis courts throughout the City that are available to the public for play, year-round, free of charge. They are also the only tennis courts in Vancouver which can be booked by the public without requiring them to have a tennis club membership or purchase a booking card.

The Board sets the court rental fee as part of its annual fees and charges. The fee for 2009 will be \$5.85 per half hour. The Operator plans and delivers lessons and programs and sets the fees for them. These fees depend on factors such as lesson type and group size and because lessons and programs are also offered by community centres, tennis facilities and clubs, they are competitive in comparison to fees at these other facilities.

DISCUSSION

Request for Expressions of Interest (REOI)

The REOI was advertised, and Tennis BC was notified of the opportunity. One key requirement was that the prospective Operator commit to spending a significant amount of time personally at the courts. Previous experience has shown that this is the most effective style of operation at this location.

The only expression of interest received was from the existing operators, Gayle Dobson & Gordon Cheng. No serious enquiries have been received by staff in recent years from anyone else potentially interested in running this operation.

Ms. Dobson & Mr. Cheng submitted a proposal and were interviewed by staff. Ms. Dobson operated this concession from 1986 to 1993 and Ms. Dobson & Mr. Cheng have jointly run it from 1999 to 2008. They are both certified coaches and are active in local tennis. Amongst the tennis programs that they have been running at these courts is one for the Roundhouse Community Centre.

Award of Concession

Amounts to be paid to the Board by the Operator are as follows:

| | |
|---|-----|
| % of gross receipts from court rentals | 50% |
| % of gross receipts from lessons & programs | 15% |

These are the same percentages as have been paid to the Board by this Operator over each of the past 10 years. Over these 10 years, revenues to the Board from the pay tennis concession have increased annually, from \$6,800 in 1999 to \$17,000 in 2008. The Operator anticipates a continued steady growth in revenues over this next five year term, with projected revenues to the Board in 2013 of over \$19,000.

The contract will be awarded for the 2009 season, renewable annually for up to four additional years by mutual consent. This would allow either the Board or the Operator the ability not to renew, should circumstances change for either party or the arrangement not work out as anticipated.

SUMMARY

Ms. Dobson & Mr. Cheng have been good operators of this concession over the last 10 years and have built up a regular clientele. They have the experience and ability to offer coaching for different age groups and at different ability levels. Revenues paid to the Board have consistently increased annually.

Prepared by:

Stanley District
Vancouver Board of Parks and Recreation
Vancouver, BC

From: [McDonald, Erica](#)
To: [Araujo, Sev](#)
Cc: [Collins, Tim](#)
Subject: RE: Stanley Park Pay Tennis Court Management: In House or REFOI
Date: Wednesday, October 10, 2018 7:47:10 AM

Confirming that to be my understanding – Sev you mentioned that this has to go to PB for approval first.

Will that be in November?

From: Araujo, Sev
Sent: Tuesday, October 9, 2018 4:19 PM
To: McDonald, Erica
Cc: Collins, Tim
Subject: RE: Stanley Park Pay Tennis Court Management: In House or REFOI

Hi Erica,

Just following up on our conversation from a couple of weeks ago that its been decided that PB will be putting out the management of SP tennis courts out for an REFOI.

Tim can you please initiate with Procurement and have them assign someone to lead this. Erica will be point person from Rec side who will be able to fill in blanks re how courts should be administered over and above current contract scope of work

Sev Araujo

Manager, Commercial Operations

Vancouver Park Board, City of Vancouver

o. 604 257 8436 / f. 604 257 8427

Email: Sev.Araujo@vancouver.ca

From: Rosa, Donnie
Sent: Monday, August 20, 2018 12:09 PM
To: Araujo, Sev
Cc: Wilton, Shauna; Collins, Tim; McDonald, Erica
Subject: RE: Stanley Park Pay Tennis Court Management: In House or REFOI

Hi Sev,

Erica and I have discussed and she will follow up with you directly.

Thanks

Donnie

From: Araujo, Sev
Sent: Thursday, August 16, 2018 12:22 PM
To: Rosa, Donnie
Cc: Wilton, Shauna; Collins, Tim; McDonald, Erica
Subject: RE: Stanley Park Pay Tennis Court Management: In House or REFOI

Hi Donnie,

Can you please let me know what I should advise the operator who is currently managing the courts what we will be doing? REFOI or taking it inhouse under Active Net. They have been given an annual contract since 2012 without Board approval and entities like Tennis BC I do not feel are going to accept another year of roll over

Sev Araujo

Manager, Commercial Operations

Vancouver Park Board, City of Vancouver

o. 604 257 8436 / f. 604 257 8427

Email: Sev.Araujo@vancouver.ca

From: Araujo, Sev

Sent: Friday, July 06, 2018 12:31 PM

To: Donnie Rosa; Erica McDonald

Cc: Shauna Wilton; Tim Collins

Subject: Stanley Park Pay Tennis Court Management: In House or REFOI

Hi Donnie and Erica,

Last we spoke there would be a plan around August re management of Stanley Park Tennis Courts. Can you please provide an update? Its July and if we are either taking it in house or REFOI'ing we need to advise Operator and Procurement.

I would like to avoid a repeat of 2017 and 2018 tennis season.

Thank you

Sev Araujo

Manager, Commercial Operations

Vancouver Park Board, City of Vancouver

o. 604 257 8436 / f. 604 257 8427

Email: Sev.Araujo@vancouver.ca

From: Araujo, Sev

Sent: Saturday, February 17, 2018 2:46 PM

To: Bromley, Malcolm

Cc: Wilton, Shauna; Rosa, Donnie; McDonald, Erica; Normann, Howard

Subject: Re: Stanley Park Pay Tennis 2018

I met them with Tim and. Erica and Jennifer from Recreation who are leading this s tennis initiative as part of a bigger tennis plan. Last year they were offered a green bin at their cost just like other sports groups if access to building ended. This was reflected in their agreement Luckily they had access to the building.

This was supposed to have been potentially RFP'd last year as part of a Tennis plan for overall outdoor courts but time ran out. The policy hopefully will be done this year so this can move forward as there are interested parties including Tennis BC in managing and programming courts.

The hut is not safe as it's rotting and I told them that Park Ops could potentially want it removed. Until such time they could continue to store their stuff in it provided they get insurance

They were looking to Rec and me to solve their storage issues and pay for it. Short of PB paying for their bin and allowing them their tent, we do not have any solutions for them and they were aware of this last year and this year. A modular trailer is not an option The contract expired several years ago and has been rolled over on an annual basis

I will talk to Howard about allowing the hut one final year.

Sev

Please excuse the brevity of this email, it is being sent from my iPhone

On Feb 17, 2018, at 2:16 PM, Bromley, Malcolm <Malcolm.Bromley@vancouver.ca> wrote:

Malcolm Bromley
General Manager - Vancouver Park Board

Begin forwarded message:

From: "Coupar, John" <John.Coupar@vancouver.ca>

Date: February 17, 2018 at 11:54:21 AM PST

To: Gayle Gordon <g-g@telus.net>, "Bromley, Malcolm" <Malcolm.Bromley@vancouver.ca>

Cc: PB Commissioners <PBCommissioners@vancouver.ca>, s.22(1)

s.22(1)

Subject: Re: Stanley Park Pay Tennis 2018

Hi Malcolm

Do we have access to a storage unit etc as requested that Park Board could provide?

Please advise

Best regards

John

John C. Coupar

Commissioner
Vancouver Board of Parks and Recreation
604 761 0795

On Feb 17, 2018, at 10:52 AM, Gayle Gordon <g-g@telus.net> wrote:

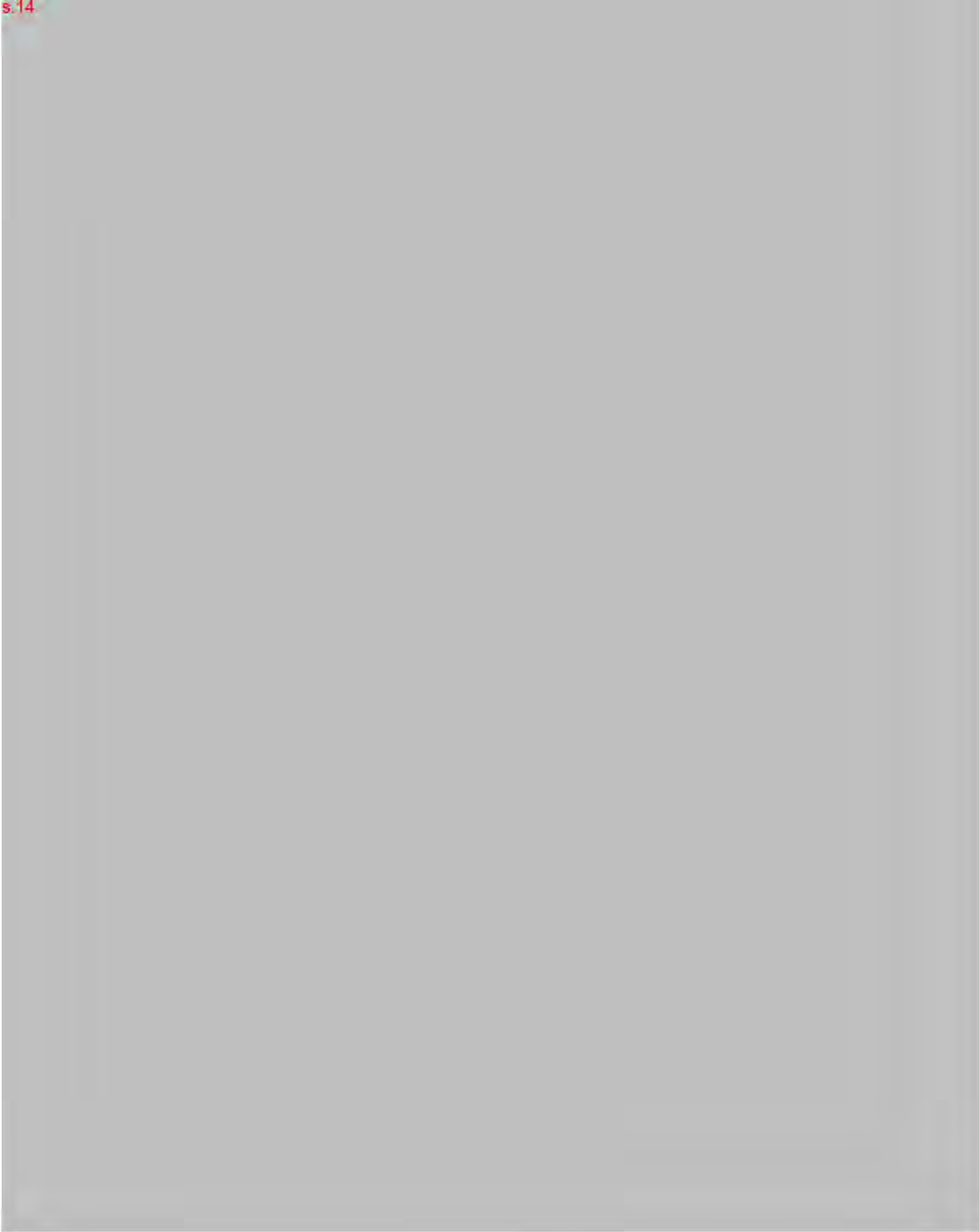
Hello,

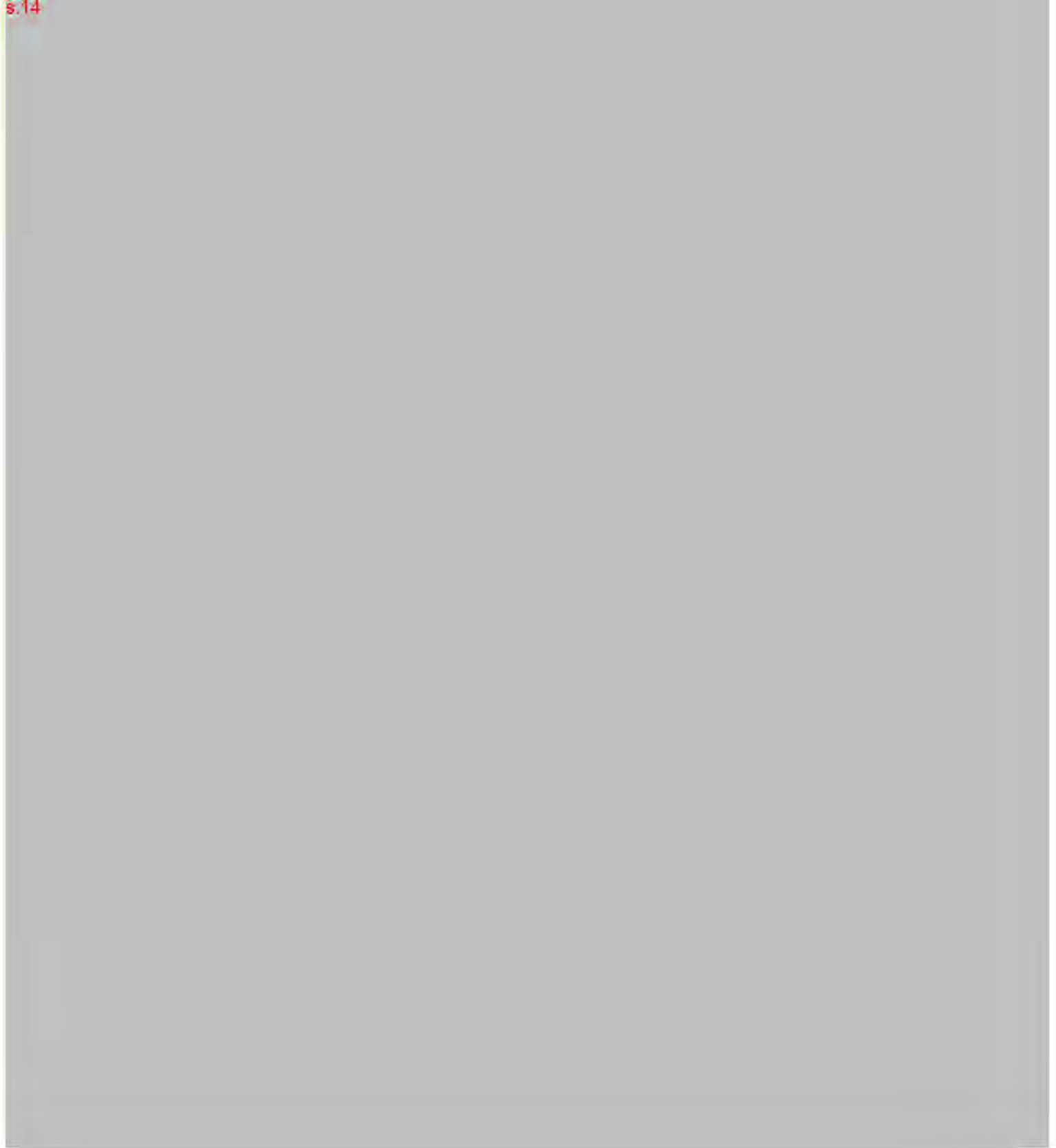
This is Gayle Dobson and Gordon Cheng, who have run the Stanley Park rental tennis courts together for the past 18 years. We were very appreciative to be offered to operate the Pay Tennis courts again for 2018. Our regular clients and groups were very happy and relieved to hear the news and to be able to plan for the tennis season ahead. We met with Sev Araujo and 3 others from the Parks Board recently to go over the contract, which is basically the same as usual with one glitch, we have to supply our own storage/ office area under their approval. I realize this is going to be a challenging year with the renovation of the old Fish House restaurant, but it seems unfair that we have to come up with our own storage/office space. Last year Sev said he would supply us with a lock box if renovations on the restaurant began in the middle of the season and we could no longer use the Tennis Pro Shop. Luckily we didn't have that issue. So far this year we have the use of an old golf hut that holds our coaching equipment, but Sev said it could be knocked down at any time. To operate at full efficiency we'll need storage space bigger than just the Greenlee storage lock box, which was suggested to us to possibly get. We have researched different storage ideas and it is a hassle for us to organize and expensive for us to pay for. Would the Parks Board not have access to acquiring a suitable sized storage bin for us? Or storage in a nearby building? It was put to us to organize this, but we have never had to do this before and I would imagine the Parks Board would have the resources to help us on this.

Thank you,

Sincerely,

Gayle Dobson and Gordon Cheng
(I have CC with some of our regular patrons)







From: "McDonald, Erica"

To: "Chin, Daisy" <daisy.chin@vancouver.ca>

CC: "Araujo, Sev" <sev.araujo@vancouver.ca>

Date: 10/1/2019 7:45:13 PM

Subject: Tennis Court RFEOI Memo

Attachments: Memo to Board Stanley Park Tennis October 1 19 Draft.docx

Hi Daisy,

Could you review the attached memo and provide your comments. We would like to move this forward so that we can work with Sev's team on developing the RFEOI as soon as possible.



Waututh Nations



Erica McDonald | Manager Recreation Services

My pronoun is: she/her/hers

Vancouver Board of Parks and Recreation

Hillcrest Centre

4575 Clancy Loranger Way, V5Y 2M4

t. 604.257.6945 | c. s.15(1)(l)

I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil



s.13(1)

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**STANLEY PARK
TENNIS COURTS**

OPERATION AGREEMENT

BETWEEN

**THE CITY OF VANCOUVER, by its
BOARD OF PARKS AND RECREATION
(the "Board")**

AND

**GAYLE DOBSON & GORDON CHENG
dba G & G Tennis Services
(the "Operators")**

This agreement dated for reference April 10, 2018.

Whereas:

- A. The Board has possession, jurisdiction and control of all areas in the City of Vancouver (the "City") designated as permanent and temporary public parks and care, custody and management of certain other areas within the City as its City Council may determine from time to time.
- B. There is within the City Park known as Stanley Park an area containing seventeen (17) public tennis courts, six (6) of which (the "Rental Tennis Courts") during summer months. In past the Board has designated as reserved, and wishes to continue to designate as reserved, offering bookings and services to the public in return for payment for such services, including, among other things, tennis instruction and court rentals;
- C. The Operators, by contract with the Board, were the operators of the Rental Tennis Courts during the summers of 1998 to 2017, inclusive, and they have expressed an interest in continuing to operate the Rental Tennis Courts; and
- D. On November 26, 2008, the Park Board resolved as follows regarding the Rental Tennis Courts:
 - (i) to award the Stanley Park Tennis Operations to Gayle Dobson & Gordon Cheng dba G & G Tennis Services, for the 2009 season, to be renewed annually for 2010 and subsequent seasons up to and including 2013, by mutual consent of the Board and the Operators. The agreement was subsequently renewed by way of a letter agreement for the 2014 - 2016 seasons and Operating Agreement in 2017.

(ii) that no legal rights shall arise and no consents, permissions or licenses are granted hereby and none shall arise hereafter unless and until all contemplated legal documentation has been executed and delivered by all parties; and

(iii) that once the form of all legal documentation has been approved by the General Manager and Director of Legal Services for the City of Vancouver, that the General Manager be authorized to execute and deliver such documentation on behalf of the Board.

THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agreed to and accepted, the Board and the Operators agree as follows:

Operation of Rental Tennis Courts

1. The Operators have been granted permission to use and the Operators hereby agree to operate the Rental Tennis Courts as a tennis related business offering tennis services there to the paying public during the tennis season, that is, during the period of approximately April 1 to September 30, in the year 2018 (the "Term") on the terms and conditions contained in this agreement.

2. During the Term, the Operators will be responsible for the supervision and will carry out day to day operations of the Rental Tennis Courts as described herein, and, in doing so, the Operators will be licensees and independent contractors to the Board, and not employees, and as such the Board will have no obligations to provide to the Operators any employment related services or benefits in relation to their work in operating the Rental Tennis Courts pursuant to this agreement.

3. The Operators, in operating the Rental Tennis Courts pursuant to this agreement, will offer and provide, and organize and manage the provision of, tennis related services there to the paying public, including, at minimum, but not limited to, court rentals and high quality tennis instruction.

4. The Board will prepare the Rental Tennis Courts for play prior to commencement of the Term, including, without limitation, changing the nets (if the Board deems it necessary), cleaning the court surfaces once and if required, posting rental tennis signs and providing courtside garbage cans and benches.

5. The Operators will be responsible, on a daily basis, for keeping the courts clean, swept and free of litter and leaves weather permitting.

6. The Board may perform any court repairs it considers to be necessary or advisable any time during the Term, but the Board will not be responsible or liable to the Operators for any losses of revenue or any other loss or expense to them in their operations there resulting from any related loss of use of the Rental Tennis Courts.

7. Storage boxes must be non-obtrusive, low profile, forest green in colour and cannot interfere with facility function or safety. Detailed specifications are available. The specs and the placement of any storage boxes must be approved by Parks Board prior to their installation.

8. In addition to the Rental Tennis Courts, the Operator has requested, and the Board has agreed to grant the Operators use of an existing small "A Frame" style building located adjacent to the Rental Tennis Courts. The Rental Tennis Courts and "A Frame" building as set forth in heavy black outline on the plan attached hereto as Schedule A (hereinafter called the "Licence Area"). The Operators shall completely vacate the Licence Area on or before September 30th 2018.

Programs, Tennis BC

9. All programs and the policy for accepting bookings for the Rental Tennis Courts must be approved in advance by the Board. A program plan and court rental process/policy must be submitted to the Outdoor Facility Coordinator no later than April 1st. Any requested changes to the draft program and rental plan must be approved no later than April 15th.

10. The Operators will provide Tennis BC with priority booking for the Rental Tennis Courts for the Stanley Park Open Tennis Tournament, at the relevant court rental rates for the time periods used. No charge will be made to Tennis BC for any times during this tournament when the courts are booked but not used because of poor weather conditions.

11. The Operators, when required by Tennis B.C., will be available to assist Tennis B.C. in running the Stanley Park Tennis Tournament by taking on, by mutual consent of the Operators and Tennis B.C., both acting reasonably, specific roles and tasks in relation to the tournament, for a maximum time commitment on the part of the Operators of the number of hours that the Tennis B.C. is paying for and using the Rental Tennis Courts in relation to the tournament.

Revenues, Other Services

12. The Operators may sell tennis-related items. The Operators may also provide a racquet stringing and repair service. The Board reserves the right to approve items being sold and their pricing and to review sales volume. All revenues from these sources will belong to the Operators except that, if the volume of sales is deemed by the Board to be sufficiently high, a percentage (to be determined by the Board) of the gross sales revenues will be payable to the Board. Any such amounts payable to the Board will be only calculated on sales after the date on which the Board notifies the Operators that this percentage of revenues will be payable. Other than the sale of these items, court rentals, tennis lessons and tennis programs, no other commercial activities may be undertaken.

13. The Operators will pay the Board 50% of gross court rental revenues and 15% of lesson and program revenues derived from their activities there. Lesson and program revenues on which this payment is required will also include all revenues generated from any lessons provided on these courts during rental tennis operating hours by third parties, through private arrangement between them and the Operators.

14. Payment for the previous months percentage of gross revenues must be received by the Board by the 10th day of each month, and must be accompanied by a cash and a usage report and any other reports required by the Board, in a format designated by the Board.

15. The Operators will make available to the Board, at its request, properly maintained books of account, documents, receipts and records indicating the results of such operations and activities. These documents will include daily booking sheets, usage reports, cash summary sheets, lesson schedule information and any other relevant information required by the Board.

16. A statement of gross revenues from court rentals and from lessons and programs, certified to be correct by an accountant (who shall be a Chartered Accountant or other accredited public accountant acceptable to the Board) must be provided to the Board within thirty days after the last day of the Operators rental tennis operations as contemplated by this agreement, to verify that the monthly amounts submitted to the Board were correct. Any amounts underpaid will be paid to the Board, or amounts overpaid will be refunded to the Operators, within 10 days of receipt of this statement by the Board.

Lawful Operations, Employees, Insurance, GST, etc.

17. The Operators will be fully responsible in all ways for the employment of any persons they need and/or hire to assist them in the operation of their business at the Rental Tennis Courts, and in providing the related services they will provide there, and for ensuring that in respect of any persons they so employ, they will comply with all employment related laws of Canada, B.C. and the City, including, without limitation, all applicable income tax laws, workers' compensation laws, human rights laws and employment and health standards laws applicable thereto.

18. The Operators will comply at all time with all laws of Canada, B.C. and the City applicable to their business activities at the Rental Tennis Courts, including, without limitation, the obtaining of any business licenses required therefor, registration for GST and all collections, deductions and remissions of monies as may be required in relation to GST, income tax, employment insurance, pensions and workers' compensation.

19. The Operators, at their expense, will obtain and carry at all times while using City and/or Board property pursuant to this agreement, to the satisfaction of the City's Director of Risk Management, all insurance as may be required by law and as may be reasonably prudent for them to carry in relation to their use of and presence on City property and/or Board property pursuant to this agreement, including, specifically, without limitation, insurance providing commercial general liability coverage of at least two million dollars (\$2,000,000.00) per occurrence, extended to cover All Risk Tenants Legal Liability for an amount not less than one hundred thousand dollars (\$100,000.00), containing a standard form cross liability clause naming both the ABoard of Parks and Recreation@ and the ACity of Vancouver@ as additional insured in respect of any liability arising out of the activities and operations of the Operators and providing that the Board's General Manager will get thirty (30) days written notice of cancellation, lapse or material change of or to the policy.

20. Prior to commencing any use or operations at the Rental Tennis Courts and any of their surrounding areas pursuant to this agreement for the current tennis season, the Operators will provide the Board, with evidence satisfactory to the Board's General Manager, of the insurance coverage required under this agreement, evidence of GST registration, evidence of WCB coverage and a valid City of Vancouver business license.

Early Termination

21. The Board may terminate this agreement on thirty (30) days written notice if the Operators fail to comply with any rules or regulations the Board may impose in relation to play on the Rental Tennis Courts or immediately if the Operators continue to be in breach of any term of this agreement thirty (30) days after the Board has delivered to them a written notice to rectify any such breach.

General

22. The Board will not be liable to the Operators for any claim, demand, action, suit, judgment or order relating to any loss, injury or expense they might suffer, incur or experience weather or other environmental conditions, condition of the courts or unauthorized persons using the courts during the hours of operation.

23. The Board makes no representations or warranties as to the state, condition, fitness, safety or propriety of the Rental Tennis Courts or the Pro Shop or their surrounding areas for the Operators' purposes as contemplated by this agreement, and the Operators warrant that they will carefully inspect the Rental Tennis Courts and the Pro Shop and hereby accept them as is.

24. The Operators do not as a result of this agreement or their use of or presence on the Rental Tennis Courts or the Pro Shop or any other part of City land or property acquire any interest in land in relation thereto, and they cannot assign or sub-license or let any of the rights given to them hereby.

25. Nothing in this agreement or in the relationship between the parties hereto makes or will be construed to make them in any way partners or agents of each other or, subject nevertheless to the terms of this agreement, to create any other relationship by which the acts of one of them are the acts of the other.

26. Any notices required or permitted pursuant to this agreement will be delivered to, and will be considered to have been received immediately on personal delivery or fax and after five (5) clear business days after mailing by ordinary mail:

To the Board:

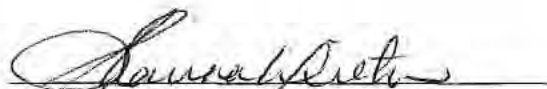
City of Vancouver
Board of Parks and Recreation
2099 Beach Avenue
Vancouver, British Columbia, V6G 1Z4
Attention: General Manager

To the Operators:

Gayle Dobson & Gordon Cheng
209-1705 Nelson Street
Vancouver, British Columbia, V6G 1M6

27. Time is of the essence in respect of this agreement.
28. This document contains the entire agreement between the parties.
29. The headings contained in this document are for reference only and are not to be used in any way to interpret or assist in the interpretation of this agreement.
30. The Operators acknowledge that they are entitled to seek independent legal advice with respect to this agreement and the subject matter hereof.

The parties to this agreement have executed it as follows:


Vancouver Board of Parks & Recreation

April 11/18
Date


Gayle Dobson

April 10/2018
Date


Gordon Cheng

April 10, 2018
Date



"A Frame" Storage Area

Rental Tennis Courts

G+G Tennis Services Licence Area

SCHEDULE

| | | | |
|---|----------------|---|---|
| PS20191554 - PROVISION OF SERVICES FOR STANLEY PARK TENNIS COURT MANAGEMENT | Excellent | 5 | ***Please provide evaluator remarks as these are important for debriefs. Evaluator Additional Remarks/Assessment must be provided for any scores at 0 or 5. |
| Evaluation Committee for this section: Erica McDonald Michael Marousek Tim Collins | Very Good | 4 | |
| | Good | 3 | |
| | Average | 2 | |
| | Poor | 1 | |
| | Unsatisfactory | 0 | |

| | | | G&G Tennis | | Tennis BC | |
|---------------------|---|--|-------------------|-------------|-------------------|-------------|
| Evaluation Criteria | | | Remarks | Score (0-5) | Remarks | Score (0-5) |
| Category Point | Weight | Criteria | Evaluator Remarks | | Evaluator Remarks | |
| 5 | UNDERSTANDING OF PROJECT SCOPE | | | | | |
| | 5 | Demonstrated understanding of project requirements - The proponent's comprehension of the project, including our requirements to align with Park Board Strategic Objectives | s.13(1), s.17(1) | | | |
| 20 | QUALIFICATIONS | | | | | |
| | 10 | Company Profile and Experience - The consultant's reputation, qualifications, expertise and ability to provide relevant examples of prior successes. Does the proponent demonstrate substantial expertise to perform the tennis court management services as outlined? | s.13(1), s.17(1) | | | |
| | 10 | Key Personnel - Qualifications and experience of key personnel and/or sub-consultants assigned to the project based on the submitted resume and relevance to this project. Are there professionals with relevant expertise in tennis court programming, relevant experience in providing sound management/business practices, and professional coaching staff? | | | | |
| 45 | METHODOLOGY | | | | | |
| | 15 | Work Plan - Methodology Did the proponent identify the resources available and dedicated for completing the scope of work and deliverables? How complete and appropriate are the processes and methods described to perform and coordinate the work, control the scope, quality, schedule and costs? Are the projected revenues and costs reasonable? | s.13(1), s.17(1) | | | |
| | 15 | Programming and Program Fees - Are the programs offered suitable, inclusive and accessible to a diverse population? Are fees are resonable and competitive? Is there an adequate operational oversite, safety and risk mitigation plan in place? | | | | |
| | 15 | Administrative and Operational Efficiency - is the level of effort and staffing sufficient to address the project needs across all areas? Is the tennis court booking system appropriate? Is the accounting and reporting system accurate and verifiable by Park Board? Is there a sufficient promotions/marketing/communications plan? | | | | |
| 30 | FINANCIAL | | | | | |
| | 30 | Proponent's Financial Offering - Net Revenue to the City/Park Board Any financial deviations in Year 2 and/or Year 3? | s.13(1), s.17(1) | | s.13(1), s.17(1) | |
| | Total Cost of Product (Supply Chain to Complete this Section) | | | | | |
| | n/a | Proponents Financial Offering, total cost of ownership | | | | |
| | Yes/No | Deviations & Exceptions on Terms & Conditions | | | | |
| | Yes/No | Conflicts, Collusion, Lobbying | | | | |
| | Yes/No | Insurance | | | | |
| | Yes/No | Proposal Form | | | | |
| | Yes/No | Declaration of Supplier Code of Conduct | | | | |
| 100 | | | | | | |

***Evaluator General Remarks/Assessment

- Note:
1. Evaluation must be done imparial without any bias

2. Evaluators are not to dicuss the evaluation or any issues of the RFP with any of he Proponents

3. Each evaluator will do the evaluation individually and will not share the scoring with another evaluator

4. Comments will need to be provided if an evalua ion item is given a score of 0 or 5.

5. The evaluators will need to enter their names, sign and date each evaluation sheet

Evaluated by:

Signature:

Date:

From: "Li, Jessica" <jessica.li@vancouver.ca>

To: "McDonald, Erica" <erica.mcdonald@vancouver.ca>

"Marousek, Michael" <michael.marousek@vancouver.ca>

"Collins, Tim" <Tim.Collins@vancouver.ca>

Date: 1/22/2020 10:34:32 AM

Subject: PS20191554 - RFP Provision of Services for Stanley Park Tennis Court Management - EVALUATIONS

Attachments: PS20191554 - RFP - Provision of Services for Stanley Park Tennis Court Management.tr5

PS20191554 - QA1.tr5

PS20191554 - vendor submission - G & G Tennis.tr5

PS20191554 - vendor submission - Tennis BC.tr5

PS20191554 - Evaluation Guidelines and Scoring Manual.docx

PS20191554 - Evaluation form.xlsx

Hi Erica/Michael/Tim,

Thank you for being on the evaluation team for RFP PS20191554 – Provision of Services for Stanley Park Tennis Court Management.

We received 2 submissions for this project.

Attached are the following documents:

- ☐ Evaluation Guidelines and Scoring Manual (read first, sign the Non-Disclosure Agreement and return to me)
- ☐ Evaluation Form/Scoring Sheet
- ☐ RFP PS20191554
- ☐ QA1
- ☐ Vendor submissions:
 - o G&G Tennis
 - o Tennis BC

Please return to me your completed evaluation forms along with a signed copy of the Evaluator's Non-disclosure and Conflict of Interest Form by **10:00AM tomorrow, January 23**. Please type in your comments directly on the evaluation form, which is helpful for vendor debriefs.

Let me know if you have any questions.

Thank you!

Jessica Li
Buyer, Supply Management
City of Vancouver
604.257.8411
Jessica.li@vancouver.ca



EVALUATOR'S GUIDELINES AND SCORING MANUAL

REQUEST FOR PROPOSALS PS20191554 Consultant for Invasive Species Management Strategy

January 22, 2020

Jessica Li, Buyer

1. Introduction

Thank you for your participation in the evaluation of this request for proposals (RFP).

These guidelines are provided to:

- 1) assist you with your evaluation
- 2) maintain consistency amongst evaluation team members in the determination of a successful respondent
- 3) ensure that there is no conflict of interest in your participation in this evaluation. In accordance with the policies prescribed by the City of Vancouver.

Respondents spend a significant amount of time and resources preparing and supporting the offers they submit to provide products and professional and technical services to the City. The City benefits from this investment since it contributes both quality and choice to the City's strategic plans. In return for this effort, respondents are entitled to a full and fair evaluation.

This document is designed to assist evaluators in their evaluation of respondents' submissions and to help ensure the establishment of a clear record for the rationale used in assigning scores against the stated evaluation criteria. The City must be prepared to provide all respondents with feedback on a criterion-by-criterion basis and be able to support the reasons for the scores assigned by the evaluation committee.

2. Conflict of Interest

Any member of the evaluation committee who feels that they are, or may be, in a conflict of interest must declare this fact to the RFP Facilitator. If a potential conflict is disclosed, the RFP Facilitator will need to decide whether the member will be permitted to remain as an Evaluator. The Standards of Conduct for Public Service Employees Engaged in Government Procurement Processes provide a number of examples of conflict of interest. A conflict could exist if the individual:

- (i) has a friendship or familiar relationship with one of the respondents; or
- (ii) works for a company that is submitting a response; or
- (iii) has a strong bias for, or against, one of the respondents; or
- (iv) has a significant interest in a company submitting a response; or
- (v) has a direct or indirect financial interest in a respondent's business; or
- (vi) has an immediate family member who has input into a respondent's submission; or
- (vii) has assisted in the preparation of a submission; or
- (viii) has received a gift from one of the respondents.

All Evaluators are required to sign Non-disclosure and Conflict of Interest declaration forms which state the terms and conditions of conduct for the evaluation process. **Please**

be aware that all documents are subject to disclosure under the Freedom of Information and Protection of Privacy Act of British Columbia.

3. General

During the evaluation process, it is important to treat all respondents fairly and equally, and to evaluate their bids in accordance with the process described in the RFP. Care must be taken throughout the process not to take any actions or make any decisions that could be construed as providing an unfair advantage to any respondent.

Therefore:

- Each evaluator must act independently and be free from bias and conflict of interest, act objectively and consider only the information received via the RFP process. This means that the scoring must be based strictly on the merits of the submission.
- It is each evaluator's responsibility to ensure all documentation related to the evaluation process is kept secure at all times;
- Evaluators are not to discuss the evaluation, scores or any issues of the RFP with any of the respondents or vendors;
- Evaluators should avoid discussing any aspect of the evaluation or share any information submitted, including submissions or other related documents with anyone INCLUDING other members of the evaluation committee (unless this discussion is being facilitated by the RFP Facilitator); and
- All questions should be directed to the RFP Facilitator.

4. Evaluation Procedure

Prior to reading or scoring the Submission, the evaluator should read the RFP document, Questions and Answers, and any amendments or addenda. Copies of these documents will be provided by the RFP Facilitator.

- a. Accompanying this evaluation guidelines document is the RFP Evaluation Form for each submission. The evaluator is required to write his/her name on each RFP Evaluation Form.
- b. Submissions must be evaluated on their individual merits against the evaluation criteria stated in the RFP PS20191554 and awarded scores using the scoring guidelines provided.
- c. Scores must not be awarded by comparing submissions against each other.
- d. Only information enclosed in the submissions may be used during the evaluation process. Information about or knowledge of the respondents that are external to the submissions must not be used in the assessment of submissions.
- e. On the RFP Evaluation Form, the scoring scale (0 to 5) is located at the bottom of each page and explained in more detail in the following Section 5. Each evaluator is to enter, in his/her opinion, the most applicable level as judged in meeting the requirement, and provide a brief explanation substantiating the score. For example, is

there anything lacking or outstanding in the Respondent's response. Also, comments should be provided if an item receives a score of 0, 1, 4, or 5.

- f. At the end of the scoring section, a general comments section has been provided where the evaluator has an opportunity to provide further comments with respect to the submission. ***These comments are important for debriefing unsuccessful respondents.***
- g. Each category has been assigned a weighting value. The combination of the weights and all scores will be calculated to determine the highest rated respondent(s). This may provide the basis for determining a short-list of respondents or a successful respondent, if any, after all factors have been considered.
- h. When evaluating the submission, the following procedure is recommended:
 - (i) Read the submission in its entirety before making any notes or assessing any scores. This will provide you with an overview of what is being proposed.
 - (ii) Go to the sections in the submission you have been asked to evaluate, and read through the entire section(s). Make notes where applicable.
 - (iii) Read the section again, assess and provide a score for each criterion and include brief comments that substantiate your decision. The comments may be referred to in any post assessment evaluators meeting; they are also beneficial for preparing any debriefing reports or meetings.
- i. When all submission have been evaluated, check to ensure that all items have been addressed and that there are no omissions. Return the RFP Evaluation Form to SCM to compile and summarize the scores.

5. Evaluation Assessment Guidelines

Note: In the absence of any additional instructions provided by SCM to the team, please consider the following as the guideline for assessment.

Following are the assessment guidelines for scoring the submission:

- | | |
|----------------------------|--|
| 0 = Unsatisfactory: | The submission is unsatisfactory, with the respondent having failed to meet the essential criteria and is extremely unlikely to meet the requirement. |
| 1 = Poor: | The respondent barely satisfies the criteria. Significant risk may exist if proceeding with the respondent, requiring significant effort to develop a satisfactory performance level. |
| 2 = Average: | The respondent is able to satisfy the criteria but further information is required to substantiate the respondent's claims of compliance with the particular requirement. |
| 3 = Good: | The respondent has demonstrated that the requirement has been clearly satisfied and a sound understanding of the particular requirement, substantiated by detailed explanation and other |

supportive evidence. Related experience may be limited in some areas.

4 = Very Good: The respondent has clearly demonstrated that the requirement has been satisfied, substantiated by a strong level of related experience and in providing a significant level of beneficial insight and knowledge in the proposed solution.

5 = Excellent: The respondent has clearly demonstrated that they exceed the requirements by proposing an exceptional solution, substantiated with a strong level of understanding of the City's requirements plus related experience, resources, knowledge, skills and references.

All criteria will be assessed using the scoring guidelines outlined above.

6. Evaluation Responsibilities

| Category | Supply Chain Management | Evaluation Team |
|---|-------------------------------------|-----------------|
| Terms and conditions, and high level mandatory requirements | X | |
| RFP administrative compliance | X | |
| Respondent information, references | With direction from Evaluation Team | X (references) |
| Business requirements | | X |
| Other: Value-added services | | X |
| Pricing/cost | | X |
| Sustainability | | X |

Evaluator's Non-disclosure and Conflict of Interest Form

| | |
|----------------|--|
| Date: | |
| Employee Name: | |
| Project No.: | |
| Project Title: | |

Please sign below after completing the following:

| | | |
|---|------------------------------|-----------------------------|
| 1. I understand my role in ensuring that I do not discuss or disclose any information while evaluating this submission. <i>(See item 3 under General on page two of these Guidelines)</i> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. I understand my role in ensuring that a conflict of interest does not occur. <i>(See item 2 under Conflict of Interest on page two of these Guidelines)</i> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. I believe that I might have a conflict of interest. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

If Yes has been chosen for Item 3, please explain reason for potential conflict of interest.
I have a relationship with:

Company Name: _____

Name: _____ Relationship: _____

Details: _____

Employee's signature

Date

Print Name

| | | | |
|---|----------------|---|--|
| PS20191554 - PROVISION OF SERVICES FOR STANLEY PARK TENNIS COURT MANAGEMENT Evaluation Committee for this section: Erica McDonald Michael Marousek Tim Collins | Excellent | 5 | ***Please provide evaluator remarks as these are important for debriefs. Evaluator Additional Remarks/Assessment must be provided for any scores at 0 or 5 |
| | Very Good | 4 | |
| | Good | 3 | |
| | Average | 2 | |
| | Poor | 1 | |
| | Unsatisfactory | 0 | |

| | | | G&G Tennis | | Tennis BC | |
|---------------------|--|--|-------------------|-------------|-------------------|-------------|
| Evaluation Criteria | | | Remarks | Score (0-5) | Remarks | Score (0-5) |
| Category Point | Weight | Criteria | Evaluator Remarks | | Evaluator Remarks | |
| 5 | UNDERSTANDING OF PROJECT SCOPE | | | | | |
| | 5 | Demonstrated understanding of project requirements - The proponent's comprehension of the project, including our requirements to align with Park Board Strategic Objectives | | | | |
| 20 | QUALIFICATIONS | | | | | |
| | 10 | Company Profile and Experience - The consultant's reputation, qualifications, expertise and ability to provide relevant examples of prior successes. Does the proponent demonstrate substantial expertise to perform the tennis court management services as outlined? | | | | |
| | 10 | Key Personnel - Qualifications and experience of key personnel and/or sub-consultants assigned to the project based on the submitted resume and relevance to this project. Are there professionals with relevant expertise in tennis court programming, relevant experience in providing sound management/business practices, and professional coaching staff? | | | | |
| 45 | METHODOLOGY | | | | | |
| | 15 | Work Plan - Methodology Did the proponent identify the resources available and dedicated for completing the scope of work and deliverables? How complete and appropriate are the processes and methods described to perform and coordinate the work, control the scope, quality, schedule and costs? Are the projected revenues and costs reasonable? | | | | |
| | 15 | Programming and Program Fees - Are the programs offered suitable, inclusive and accessible to a diverse population? Are fees are reasonable and competitive? Is there an adequate operational oversight, safety and risk mitigation plan in place? | | | | |
| | 15 | Administrative and Operational Efficiency - Is the level of effort and staffing sufficient to address the project needs across all areas? Is the tennis court booking system appropriate? Is the accounting and reporting system accurate and verifiable by Park Board? Is there a sufficient promotions/marketing/communications plan? | | | | |
| 30 | FINANCIAL | | | | | |
| | 30 | Proponent's Financial Offering - Net Revenue to the City/Park Board Any financial deviations in Year 2 and/or Year 3? | | | | |
| | Total Cost of Product (Supply Chain to Complete this Section) | | | | | |
| | n/a | Proponents Financial Offering, total cost of ownership | | | | |
| | Yes/No | Deviations & Exceptions on Terms & Conditions | | | | |
| | Yes/No | Conflicts, Collusion, Lobbying | | | | |
| | Yes/No | Insurance | | | | |
| | Yes/No | Proposal Form | | | | |
| | Yes/No | Declaration of Supplier Code of Conduct | | | | |
| 100 | | | | | | |

***Evaluator General Remarks/Assessment

- Note:**
1. Evaluation must be done impartial without any bias
 2. Evaluators are not to discuss the evaluation or any issues of the RFP with any of the Proponents

3. Each evaluator will do the evaluation individually and will not share the scoring with another evaluator
4. Comments will need to be provided if an evaluation item is given a score of 0 or 5.
5. The evaluators will need to enter their names, sign and date each evaluation sheet

| | |
|----------------------------|-------------------------|
| Evaluated by: _____ | Signature: _____ |
|----------------------------|-------------------------|

| |
|--------------------|
| Date: _____ |
|--------------------|

REQUEST FOR PROPOSAL "RFP" NO. PS20191554
PROVISION OF SERVICES FOR STANLEY PARK TENNIS COURT MANAGEMENT

QUESTIONS AND ANSWERS NO. 1

ISSUED ON: January 10, 2020

| | |
|----|---|
| Q1 | <i>Can you please tell me if we are supposed to submit anything for Section D form of agreement? I am confused by this.</i> |
| A1 | No you do not need to submit anything for Section D. The form of agreement will be drafted using a City of Vancouver template, of which a sample will be provided. |
| Q2 | <i>The areas on the form such as Table B and C that we are supposed to fill in are very small, do we just attach all the documents in these areas?</i> |
| A2 | You may add additional documents as required. |
| Q3 | <i>As this has been the end of the year we have not received our 2020 business license or worksafe documents, can we submit 2019?</i> |
| A3 | Yes. We will require current documents at the time of contracting. |
| Q4 | I am confused by what is considered Gross Revenue. I don't understand if that is exactly the same number as in the top box labeled Revenue? Or, is that the Revenue box LESS Operating costs and management fees? |
| A4 | TABLE D has been revised <ul style="list-style-type: none"> Please delete TABLE D and replace with the attached TABLE D - REVISED. |

TABLE D - REVISED:

| <u>DESCRIPTION OF ACTIVITY:</u> | <u>ANNUAL AMOUNT:</u> |
|---|-----------------------|
| GROSS REVENUE: | |
| Revenue from Operations: <ul style="list-style-type: none"> • Court rentals • Lessons • Leagues • Ladders • Tournaments • Other | \$ |
| TOTAL GROSS REVENUE (A) | \$ |
| EXPENSES: | |
| Operating Expenses (Provide detailed description of activities/expenses): | \$ |
| Management Fees (Provide description): | \$ |
| TOTAL EXPENSES (B)) | \$ |
| NET REVENUE TO THE CITY/PARK BOARD (A-B): | |
| Total Gross Revenue minus Total Expenses | \$ |
| What Financial Deviations Could Occur in Year Two and/or Three of the Contract? | \$ |