

East Potomac Tennis Center Request for Proposals (RFP)
RFP #L-NAMA-001-23
Questions & Answers

Terms the National Park Service (NPS) uses in its answers to questions below are defined in the RFP or Attachment A: Draft Lease to the RFP.

1. What are the monthly utilities for the property for the year 2022?

NPS Response: Total utility costs for East Potomac Tennis Center for 2022 were \$53,862.00 (electricity was \$39,713, gas was \$14,149). The water/sewer service is currently not metered and is paid by the NPS. In the future, the water/sewer may be metered and costs for the metered water/sewer recovered from the Lessee in accordance with NPS Director's Order #35B (DO-35B). NPS policies referenced in these answers to questions can be found [here](#).

2. Can the Lessee directly hire contractors they want to complete specific structural work, (i.e., parking lot, tennis courts or sidewalks) or is there a bidding process that must occur through the Department of Interior?

NPS Response: The NPS is not directly involved in the contractor selection process for improvements the Lessee undertakes with the approval of the NPS. However, the approval process of such projects may include a review of contractors chosen by the Lessee. The Lessee also must comply with the Draft Lease Section 19. EQUAL OPPORTUNITY LAWS in the hiring of its employees and contractors.

3. Exactly how old is the bubble?

NPS Response: The East Potomac Tennis Center tennis bubble was installed in 2004 by the current concessioner (Guest Services, Inc.) that operates the facilities.

4. Does the concessions permit for food, drinks, beer, and wine convey from GSI or would the new lessee have to apply for a new one?

NPS Response: The current operator is not required to transfer or assign any permits or licenses to the Lessee. The NPS will authorize the Lessee to use the Premises for food and beverage sales under this Lease. See Section 6.1 Authorized Uses of the Draft Lease. Use of the Premises for alcohol sales and consumption is negotiable and subject to NPS approval. The Lessee must comply with all applicable federal, state, and local laws in its authorized use of the Premises and obtain any licenses and approvals required by such laws.

5. Would we be permitted to review a copy of the full financials from the last 3-years, including all revenue and expenses, to support the proposal development?

NPS Response: Detailed financial records of the current operator are considered proprietary information. Five years of historical gross revenues may be found in the RFP,

Page 3 under “Financial Data.” The NPS has provided additional utilities expense data in its response to Question 1 above.

6. Would we be able to review any survey results or similar constituent feedback that we can incorporate into the proposal development process?

NPS Response: The NPS does not have this data.

7. If selected, may we provide support in conducting an annual survey of constituents and stakeholders to support continued improvement in service and operations?

NPS Response: The selected Lessee may conduct surveys of constituents and stakeholders to improve the Lessee’s services and operations.

8. Can the National Park Service share information about the experts listed in the RFP process that will provide advice and guidance to the National Park Service on which proposals move forward?

NPS Response: No, the NPS will not share further information about the individuals serving on or advising the evaluation panel for this RFP.

9. Can the National Park Service help to further clarify its role in the management of tennis center operations?

NPS Response: The NPS’s involvement is described in the Draft Lease. The NPS is normally not involved in day-to-day management unless compliance issues with conditions of the Lease are identified.

10. We are committed to continually improve the service experience we create for all that we serve, and concurrently, expanding access to these services for all in need. When you think of the National Park Service's relationship with a future lessee, what does success look like?

NPS Response: The NPS has outlined its objectives for the Premises in each selection criterion in the RFP. See “NPS Objective” under each criterion for more information.

11. How would the National Park Service like to see community members enjoying their use of the East Potomac Tennis Center in the first year of the new lessee partnership?

NPS Response: Please reference NPS Response to Question 10 above.

12. Looking 10 years ahead, what would the National Park Service like to see added/expanded/enhanced in the community's enjoyment of the East Potomac Tennis Center?

NPS Response: Please reference NPS Response to Question 10 above.

13. What is an opportunity for impact that the National Park Service would like to see the new lessee make in the local community through the East Potomac Tennis Center?

NPS Response: Please reference NPS Response to Question 10 above.

14. What would the National Park Service like the future 5-star reviews to say about the East Potomac Tennis Center?

NPS Response: Please reference NPS Response to Question 10 above.

15. What does the ideal partner/lessee bring to the table?

NPS Response: Please reference NPS Response in Question 10 above.

16. In light of Exhibit C stating that the Office and Restrooms are in need of upgrades and renovation, can the National Park Service share details on the parameters of new construction that is permitted on the property? This includes renovating the existing office and locker rooms, adding a clubhouse, lounge, meeting spaces or multi-purpose spaces to expand services.

NPS Response: Any proposed improvements will be considered and evaluated by the panel under Criterion 5. The Lessee may undertake Improvements to the Premises only with the Lessor's prior written approval. Please reference Section 9 CONSTRUCTION APPROVAL of the Draft Lease for more details on project approval. As required by 36 C.F.R. § 18.12(i), Section 21(m) of the Draft Lease prohibits the Lessee from constructing new buildings or structures on the Premises, except, with the prior written approval of the Lessor, minor additions, buildings, or structures determined by the Lessor to be necessary for support of the uses authorized by this Lease.

17. Is placing temporary structures (i.e., a mobile unit / trailer) permitted on the property? These temporary structures could provide shelter during inclement weather and/or serve the same meeting / multi-purpose functions referenced above.

NPS Response: Yes, subject to NPS approval.

18. Is any National Park Service funding available for enhancement and/or repairs?

NPS Response: The Lessee is responsible for all costs associated with its rights and responsibilities under the Lease, including for Improvements and repair and maintenance of the Premises. The costs of Improvements may be eligible for Rent offsets. Please reference the Draft Lease Section 5.7 Rent Offsets.

19. Would the National Park Service consider deferring some of the annual rent charged to the lessee in consideration of the capital investment required for upgrading & enhancing the courts, facilities & amenities?

NPS Response: Yes, the provisions of the Lease pertaining to eligibility for rent offsets can be found in the Draft Lease Section 5.7 Rent Offsets.

20. Would lessee/partners be able to sell time-limited naming rights to pay for repairs?

NPS Response: No. Signs on the Premises are subject to the conditions found in the Draft Lease Section 6.7 Signs. The Lessee may not name, and the Lease does not grant the

Lessee any intellectual property rights related to, assets on the Premises. NPS donor recognition is allowed consistent with NPS policy. Donor Recognition Plans are subject to NPS approval.

21. For any damage that occurs in the future due to natural causes (i.e., flooding, earthquake, etc.) who is responsible for related repairs? For example, if there is a flood that washes away all of the clay on the courts, or an earthquake that damages the building, does the insurance of the National Park Service or the lessee cover the cost of repairs?

NPS Response: Please reference the Draft Lease Section 14 DAMAGE OR DESTRUCTION.

22. Can you share major repair records from the past five years?

NPS Response: Detailed information regarding major repairs is not available at this time although a major project to address ground water infiltration under the bubble courts was recently completed.

23. Who is the party responsible for paying for the parking lot resurfacing that is needed for the lot located off of Buckeye Drive?

NPS Response: The NPS is the party responsible the parking lot adjacent to Buckeye Drive.

24. Considering depreciation, can the National Park Service share what the is cost for the bubble and the time period for payment?

NPS Response: An estimate for the total cost of all personal property that the current operator has used or held for use in connection with the Tennis Center is included in the RFP Attachment D Personal Property. The Lessee must negotiate the purchase of the personal property and payment details with the current operator.

25. Understanding that construction of a new bubble is not permitted, and the fact that there are more sustainable, modernized structures than the existing bubble (such as an open-sided roof that covers the courts to promote outdoor play year-round (i.e., www.clearspan.com/ad-words-pickleball), can a different court covering be constructed over the courts that are currently bubbled?

NPS Response: Yes, replacement of the bubble could be allowed subject to NPS approval and in accordance with the Draft Lease Section 9 CONSTRUCTION APPROVAL. Any such plans should be submitted with the Offeror's proposal.

26. Can a different court covering be constructed over the courts that are not currently bubbled, thereby expanding access to indoor/outdoor play year-round?

NPS Response: No. Please reference page 11 of the RFP Criterion 5: Improvements: "The NPS will not approve proposals for additional bubbles or permanent bleachers for this Lease."

27. Since the indoor courts are listed as being in good condition, and there is damage visible to the court surface and foundation under the net post on one of the courts, will repairs be made and completed prior to a new leasing arrangement?

NPS Response: No. The Premises will be leased in their “as-is” condition (please reference page 6 of the RFP under Section “Premises Condition”).

28. The RFP states that the National Park Service expects the lessee to continue operation of the leased premises as a tennis center throughout the term of the Lease. At the same time, blended lines have been added to several courts to support their use for Pickleball play and Pickleball has been the fastest growing sport in the country for the past several years. What are the parameters for upholding the National Park Service expectations for continuing to operate the leased premises as a tennis center that will allow for expanded service to meet resident demand/interests in both the tennis and pickleball communities?

NPS Response: Please reference Section 6.1 Authorized Uses of the Draft Lease, which will authorize the Lessee to use the Premises for “[a]ny and all legal purposes that are usual and customary in the operation of a tennis center.” Also, this section authorizes the Lessee to “determine, establish, and implement operational and management policies, procedures, and schedules” for its authorized uses of the Premises. Under the Draft Lease, the Lessee would be authorized to use the Premises for pickleball.

29. Can any of the tennis courts be repurposed (for instance, tennis courts converted into dedicated pickleball courts)? If so, how many?

NPS Response: Please reference NPS Response to Question 28 above.

30. Can any additional tennis courts have blended lines added for Pickleball play? If so, how many?

NPS Response: Please reference NPS Response to Question 28 above.

31. Can any of the tennis courts be made into a multi-purpose court surface to expand service/utilization while remaining available for tennis play? If so, how many?

NPS Response: Please reference NPS Response to Question 28 above.

32. Does the National Park Service have information about the current participants in tennis and pickleball programs at East Potomac Tennis Center that can be shared? Specifically, (1) Where do they live/work? (2) How often do they play? (3) What is the average amount spent per week at East Potomac Tennis Center?

NPS Response: No.

33. Can the National Park Service share more details about the “Free Memberships” listed on the East Potomac Tennis Center website?

NPS Response: The NPS does not have this information. Future management policies will be established by the Lessee. Offerors should describe their proposed operational concepts for the Premises in their responses to the RFP Criterion 1: Use.

34. Can the National Park Service share goals for expanding use and enjoyment of the East Potomac Tennis Center across populations that are currently not served?

NPS Response: Please reference the “NPS Objective” under the RFP Criterion 1: Use.

35. How does the National Park Service feel about the future lessee selling memberships to the East Potomac Park Center? Are there parameters that this could be done within that would uphold the National Park Service vision and principles for Tennis Center operations and service to all, while enabling the lessee to generate revenue that sustainably supports operations and builds capacity to reinvest?

NPS Response: Future management policies will be established by the Lessee. Offerors should describe their proposed operational concepts for the Premises in their responses to the RFP Criterion 1: Use. NPS objectives for the Premises are described under each criterion in the RFP.

36. In maximizing the potential use and enjoyment of the East Potomac Tennis Center by youth, adults, families, and seniors from across the Greater Washington Metropolitan Region, would the future lessee be permitted to promote the use and enjoyment of the East Potomac Tennis Center to its base of members and guests from across the region? Same question for members served by affiliates across the country for when they visit the region?

NPS Response: Please reference NPS Response to Question 35 above.

37. Would the National Park Service permit the new Lessee to package and sell tennis court time? If so, would there be any limitations?

NPS Response: Please reference NPS Response to Question 35 above.

38. Are there parameters for external / local area marketing, or guidelines to be followed, by the new lessee relating to efforts that promote increased participation in programs and services available at the East Potomac Tennis Center?

NPS Response: Please reference the Draft Lease Section 6.1 Authorized Uses regarding advertising and promotions for the operations.

39. How does the National Park Service promote the East Potomac Tennis Center?

NPS Response: The Lessee may coordinate press releases with the NPS. The NPS can include a link for the operation on the NPS’s website.

40. Who owns/manages the East Potomac Tennis Center website?

NPS Response: The current concessioner Guest Services, Inc. owns/manages the current East Potomac Tennis Center [website](#).

41. What relationship will the National Park Service and new lessee have with respect to general marketing? Communications / Press Releases / Public Relations? Cause-driven/charitable initiatives? Online purchases/registration? Increasing community awareness, participation, and support in general?

NPS Response: Please reference NPS Response to Question 39 above and refer to the Draft Lease Section 21(a). The Lessee will be authorized to direct all advertising and promotions for the operations.

42. What kind of relationship does the National Park Service have, or is desired, with professional tennis and pickleball events (such as the CitiOpen Tennis Tournament)?

NPS Response: Pursuit of these relationships is at the Lessee's discretion.

43. Since pickleball is the fastest growing sport in the country, would the National Park Service like to see their next partner/lessee Host professional tournaments? Host a professional team? Host large local/regional/national/international events? As space permits, construct new Pickleball courts?

NPS Response: Please reference NPS Response to Question 35 above.

44. Can the National Park Service share details about the vision for your lessee's future programs in service to youth, families, adults and seniors? How would the National Park Service like to see the ideal partner expand access to them?

NPS Response: Please reference NPS Response to Question 35 above.

45. What are the peak usage times at the East Potomac Tennis Center?

NPS Response: The NPS does not have this information.

46. Can the East Potomac Tennis Center hours of operation be expanded?

NPS Response: Please reference NPS Response to Question 35 above.

47. Will the National Park Service have any requirements for the future staff and tennis / pickleball professionals employed by the future lessee?

NPS Response: Please reference the Draft Lease Section 6 USES OF PREMISES, Section 13.5 Indemnification of Lessor, and Section 19 EQUAL OPPORTUNITY LAWS.

48. Can the National Park Service share details on how the new lease holder will be recognized on signage at the East Potomac Tennis Center? What are the parameters or guidelines for marketing / branding onsite at the East Potomac Tennis Center?

NPS Response: Please reference the Draft Lease Section 6.7 Signs. Additionally, please reference NPS Response to Question 20 above.

49. What does the National Park Service do through the East Potomac Tennis Center operations in collaboration with other National Park Service properties (i.e., East

Potomac Park & Golf, East Potomac Park Aquatic Center, West Potomac Parks / Sports Fields etc.)? Would the National Park Service like to see these partnerships / collaborations expand / be enhanced with the new lessee's operations at the East Potomac Tennis Center?

NPS Response: Please reference NPS Response to Question 10 and NPS Response to Question 42 above.

50. Does the National Park Service have relationships with other entities (i.e., DC Parks and Recreation, local Universities, etc.) that utilize the East Potomac Tennis Center?

NPS Response: No.

51. May the new lessee partner work with the National Park Service on programs that promote youth participation in the care and preservation of National Park Service land (for instance, through school age programs, summer camps and related collaborations)?

NPS Response: The NPS would consider collaboration arrangements with the Lessee. Offerors should include details of any such proposed arrangements in their proposals.