REQUEST FOR PROPOSAL FOR
Fitness Management Services for Eola Community Center

Introduction

The Fox Valley Park District (hereafter, “District”) is pleased to offer an exceptional fitness industry opportunity for a well-qualified, experienced firm to enter into a management service agreement for the management of the Eola Community Center Fitness operation located at 555 S. Eola Road, Aurora, IL 60504. The District is requesting qualified operators to submit proposals to provide overall fitness center management to include personal training services, group exercise instruction, customer service, membership services as well as fitness desk and fitness floor operations to include maintenance and oversight of equipment maintenance and selection in accordance with the specifications and conditions in this Request for Proposal (hereafter, “RFP”).

The District desires a firm that can demonstrate substantial experience in the management of fitness center operations in a public setting environment to best serve the residents and customers of the Fox Valley Park District community. It is also the District’s desire to obtain the best financial arrangement for the District while providing an affordable, quality experience for its constituents.

The Fox Valley Park District Administrative Offices, located at 712 S. River St., shall receive proposals at this address no later than December 20, 2010, at 5:00 p.m. A mandatory pre-proposal meeting shall take place on December 8, 2010, at 10:00 a.m. at the Eola Community Fitness Center in the fitness lobby. For more information, please contact Laurie Hoffman at the District’s Administration Office at 630-897-0516 or e-mail at lhoffman@fvpd.net. Please note that neither fax nor e-mail proposals will be accepted. Original proposals will either need to be mailed or hand-delivered to the administrative offices as noted above. Please note that administrative offices will be relocating and a specific date has not yet been determined. In the event that offices have been moved prior to December 20, 2010, those having attended the mandatory pre-proposal meeting will be notified to direct their responses to the new location.
**Park District Service Area**

Located in the beautiful Fox River Valley in the Chicago Metropolitan area, the Fox Valley Park District is a premier park and recreation organization serving an expanding and diverse customer base in one of the fastest growing regions in the Midwest.

The Fox Valley Park District is the largest Park District in the State of Illinois outside of Chicago. The District serves a population of more than 200,000 in the City of Aurora, and the Villages of Montgomery and North Aurora and several unincorporated areas. It currently encompasses an area of 65 square miles located in Kane, DuPage, Kendall and Will counties in Illinois and is approximately 40 miles west of downtown Chicago.

**Park District Overview**

The Fox River runs through the center of the District, with 22 miles of river shoreline under its ownership. The assets of this Park District are significant in terms of parks, special facilities and land. The District currently owns and maintains 155 parks, 41 miles of trails, 25 lakes and 42 park shelters, providing more than 2,500 acres of parkland and open space. Park facilities include 88 playgrounds, 82 basketball courts, 27 outdoor tennis courts, 53 baseball fields and 48 soccer fields.

Major facilities include Eola Community Center and Prisco Community Center, both expanded in 2004 to accommodate the growing demand for recreation programs. Eola Community Center accepts the majority of the program registrations; the center’s primary users are preschool through elementary-aged children and fitness members and guests. Prisco Community Center also offers programs to this age group and is used for programs, events and outreach for seniors and teens and is a major conference/meeting center for businesses and community groups.

The 225,000-square-foot Vaughan Athletic Center celebrated its highly successful fifth full year of operation. The facility includes a field house for multi-sport use, nine indoor tennis courts, three indoor pools and a large fitness and group exercise center. With the completion of the Vaughan Athletic Center, indoor recreation space at the three major facilities (Eola, Prisco and Vaughan) results in a combined total of more than 500,000 square feet.

In 2010, the Park District will have welcomed more than 1.6 million guests to facilities through a wide variety of recreation programs and events. In February 2008, the District was successful in passing a $44,850,000 referendum with 65.4% voter approval. The funds have been used to acquire and protect land for nature areas, open space and park and recreation purposes, to improve and develop trails, and to improve and renovate neighborhood and community parks. The referendum funds are only part of the source of revenue for the District’s $65,450,000 six-year Capital Improvement Plan. The District is also a 2009 recipient of the prestigious National Gold Medal Award and in 2008 was named an Illinois Distinguished Agency by the Illinois Park and Recreation Association.
Special Facilities

Special facilities include two outdoor aquatic parks, an 18-hole golf course operated through a license agreement, a nature center, a living history museum/theme park and a regional sports field complex. The District also operates its own police and public safety department to keep its facilities and public safe and secure.

The two outdoor aquatic parks—Phillips Park Family Aquatic Center and Splash Country Water Park—are jointly owned by the Park District and the City of Aurora. The Park District operates the facilities, and a board consisting of representatives from the Park District and the City provides policy direction. Phillips Park opened in 1991 and is located on the southeast side of the community. Its features include a zero-depth entry main pool, children’s spray ground, three body slides, two drop slides into a plunge pool, a sand play area, sand volleyball courts and concession stand. Splash Country opened in 1998 and is located on the far west side of the District. Its features include a zero-depth entry main pool, children’s spray ground, one open and one closed body slide, 1,100-foot Lazy River with interactive water play elements, a sand play area, sand volleyball courts and a concession stand. A contracted vendor runs concession stands at both parks. Jeff Ellis and Associates manage aquatic operations at both facilities along with the pools at the Vaughan Athletic Center.

The District’s championship 18-hole golf facility is Orchard Valley Golf Course, located on the west side of Aurora. This 18-hole championship golf course is rated as one of Chicagoland’s top five public courses and is designated as a four-star facility by Golf Digest Magazine. Orchard Valley is also a three-time host of the Illinois Open. The golf course, along with a full service bar and restaurant operation at the clubhouse, is operated through a license agreement with Billy Casper Golf, LLC.

The Red Oak Nature Center is a natural history museum surrounded by 40 acres of woods along the Fox River and the Fox River Trail in North Aurora. The building includes a variety of interactive natural history exhibits encouraging visitors to better understand the natural world. The grounds include a large observation deck offering panoramic views of the Fox River, a picnic area with pavilion and fireplace, one of the few caves in the Chicago area and four wood-chipped hiking trails designed to show a variety of habitats. The nature center is open year round and is free of charge.

Blackberry Farm is a 54-acre living history museum featuring the history of rural Northern Illinois from the 1850s to the 1920s. This unique facility also features amusement rides, hosts many events and picnics and features costumed demonstrators and well-maintained perennial gardens. Admission is charged to supplement operations, and the facility is open from April through October.
**Project Description**

The Eola Community Center was initially constructed in 1993 with a significant renovation and expansion in 2004. The over 6,000-square-foot fitness center along with two group exercise studios has nearly 3,500 members and generates an average of $700,000 in revenue annually. On average, the center offers 47 group exercise classes per week. The fitness floor contains over 45 pieces of cardio equipment along with individual television/cardio monitors, a full line of selectorized and hammer strength circuit equipment and a full variety of free weights, bench equipment and group exercise equipment. The District has recently invested $150,000 in updating a number of cardio and circuit equipment pieces.

Fitness Center Hours of Operation:
Monday through Friday: 5 a.m. to 10 p.m.
Saturday: 7 a.m. to 7 p.m.
Sunday: 7 a.m. to 4 p.m.

Human Resources:
The fitness center currently staffs a number of part-time positions, including three personal trainers, 16 group exercise instructors, one fitness floor attendant and nine guest service fitness desk staff.

**Scope of Work**

The District is seeking a fitness center operator that will embrace a high-quality public fitness experience, emphasize customer service and maintain the highest public standards for fitness operations. The District also desires to deliver optimal value to fitness guests while improving upon its financial position and market share. The services desired include, but are not limited to, the overall management and operations of the Eola Community Center fitness facility, providing cutting-edge group exercise and fitness instruction, education, personal training, and quality membership and guest services. The operator will ensure that fitness equipment is well-maintained and will develop and propose fitness equipment replacement plans in accordance with budget and District initiatives. The operator also will work in conjunction with District staff in coordinating marketing and promotional initiatives for the fitness center. The District’s desired outcome is the seamless delivery and transition of these services in a manner consistent with the current level of programming or better.

The operator’s work will be performed under a management service agreement, for a specified term (suggested three-year initial agreement with potential renewable options) tentatively commencing on or around March/April 1, 2011. The selected operator must provide a sufficient, quality staff with a demonstrated ability to work in harmony with each other, the fitness and public community, District staff and administration, and the general public to meet facility goals and customer expectations. The operator must also provide a qualified fitness staff to stay current with fitness industry practices and trends, to implement current standards of fitness services, and to provide knowledgeable health
and fitness delivery methods. The selected operator must also provide nationally certified personal trainers and group exercise staff who stay current on industry fitness standards and trends. At a minimum, the successful operator must interview and consider for hire the current fitness center staff and, in particular, personal training and group exercise instruction staff to accommodate a smooth transition for fitness center membership and guests. The selected operator will work cooperatively with District staff in the development of the District’s operating and capital budgets and shall prepare monthly updates of budget status, business performance and future activity plans.

Representatives of the selected operator shall meet at such times as may be required with representatives of the District to review performance under the agreement, review monthly financial reports, and discuss overall management and operation as well as marketing strategies of the Eola Fitness Center. The selected operator shall assign a representative to attend meetings with District staff and the District’s Board of Trustees, as necessary.

**Specific Scope of Work**

The following description is provided as a minimum guideline only. A formal written management service agreement with specifications will be entered into between parties. The proposal, submitted along with the requirements included within this RFP, shall constitute the preliminary substance of the agreement between the District and the operator. A formal written agreement will be drawn and will not be binding until approved by both parties. All agreement provisions reasonably contemplated by the provisions herein, whether expressly stated or implied, will be included in and thus become part of the final draft of the agreement.

The proposed initial term is three (3) years. The terms and conditions of any option period shall be subject to the mutual agreement of the parties including Board of Trustee approval of the specific additional term prior to its commencement. The initial term of the agreement is initially proposed to begin on or around March/April 1, 2010. Renewal terms will be considered in the initial agreement, subject to Board of Trustee approval as stated above.

The service operator shall be expected to work with the District to clarify and finalize a detailed scope of services within an agreement to include the above description of services in addition to the following:

1. The operator must comply with any Local, State and National requirements and regulations and with all rules and regulations of the Park District. The operator must also comply with all Federal, State and Local laws and regulations pertaining to employment practices and conditions.

2. The operator must hire competent help of good moral character and adhere to customer service standards of the Fox Valley Park District. Operators’ employees
age 17 and older must consent to a criminal background investigation paid for at the expense of the operator.

3. The operator shall provide management direction and fitness human resources to fully operate the fitness operation.

4. It is required that upon successful negotiation of the management agreement, in an effort to provide a seamless transition with fitness center guests and members, the successful operator will interview and consider hiring current Fitness Center staff for continued employment with operator (in particular, the personal trainers and group exercise instructors). Upon the start date of the agreement, operator understands that all employees at the facility, whether retained or new (but expressly excluding those who are currently employed at the facility and not retained by operator), shall become employees of the operator and shall no longer be employees of the District. Operator understands its requirement by law to be responsible for payment of all compensation and benefits, and required state and federal income and employment tax and other withholdings from wages with regard to payroll, insurance and employment of persons within the State of Illinois.

5. The District reserves the right to establish and approve all membership and program rates.

6. Operator agrees to maintain regular operating hours in accordance with current hours of operation as noted in the schedule.

7. Operator agrees to administer a minimum of 47 group exercise classes per week.

8. Operator agrees to coordinate with District personnel all marketing and promotional initiatives.

9. Operator will develop annual fitness center budget subject to the review and approval by the District.

10. Operator will oversee all fitness equipment maintenance and will be responsible for developing and suggesting an equipment replacement and maintenance plan.

**Indemnification Insurance**

1. Indemnification – The successful proposer “Operator” agrees to indemnify and hold harmless the District, its board members, employees, officers, directors, agents and owners from any and all claims, actions and/or suits (including attorneys’ fees) arising directly or indirectly from any act or omission of Operator, its employees, officers or directors. Operator shall similarly protect, indemnify and hold and save harmless the District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not
limited to legal fees, incurred by reason of Operator’s breach of any of its obligations under, or Operator’s default of, any provision of the Contract.

2. Insurance – During the term of this agreement, the Operator agrees to maintain at its expense, the types and in the amounts listed below:

A. Commercial General and Umbrella Liability Insurance

Operator shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, employment practices, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

B. Professional Liability Insurance

Operator shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $3,000,000 each wrongful act arising out of the performance or failure to perform professional services.

C. Business Auto and Umbrella Liability Insurance

If applicable, Operator shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $3,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance

Operator shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.
E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Operator shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days’ written notice to District prior to the cancellation or material change of any insurance referred to therein. Written notice to District shall be by certified mail, return receipt requested.

Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Operator’s obligation to maintain such insurance.

District shall have the right, but not the obligation, of prohibiting Operator from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of this Contract at District’s option.

Operator shall provide certified copies of all insurance policies required above within 10 days of District’s written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best’s Key Rating Guide. If the Best’s rating is less than A VII or a Best’s rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Operator’s liability policies do not contain the standard ISO separation of insured’s provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
F. Subcontractors

Operator shall cause each subcontractor employed by Operator to purchase and maintain insurance of the type specified above. When requested by District, Operator shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

Submission Process, Due Date & Required Documents

A total of 10 copies (one original and nine copies) of the response, including all required forms and supporting documentation, must be addressed and delivered to the address listed below, which is the address to be used for all communication in connection with this project:

Laurie Hoffman
Fox Valley Park District
712 S. River Street
Aurora, IL 60506
630-897-0516
E-mail: lhoffman@fvpd.net

Applications must be received no later than 5:00 p.m. on December 20, 2010. Responses received later than the given date and time above will be rejected and returned unopened. A mandatory pre-proposal meeting is scheduled for 10 a.m. on December 8, 2010, at the Eola Community Center. Failure to attend the December 8, 2010, 10 a.m. meeting shall disqualify a prospective applicant from submitting a proposal for consideration.

Outline for Response

a. A Letter of Interest

b. Company Background
   1. Name of Company
   2. Contact Name
   3. Company Address, City, State, ZIP Code
   4. Company Telephone Number
   5. Company Facsimile Number

c. Company Profile
   1. History of Company
   2. Years in Business
   3. Type of Ownership
   4. Type of Organization
   5. Size of Company
   6. Professional Affiliations
d. Personnel
   1. Identify Project Manager.
   2. Provide resumes of all key personnel who will be assigned to this contract.
   3. Staffing plan.
   4. History and experience in transitions with existing operations and description of how current employees were handled.

e. Qualifications of the Company
   1. Background of experience and successful results in similar size and type services.

f. Service History and Current Work Load
   1. List of similar services, including description and references.
   2. A list of current contracts for similar services.

g. Promotional/Sales Strategy

h. Approach to Customer Service

i. Transition Plan

j. Equipment Maintenance Plan/Strategy

k. Financial Return/Pro Forma
   1. A proposed management service fee including all operational/staffing expenses. The District is open to any and all proposals for financial return from operation of the facility. Please provide an estimated Pro Forma as part of this RFP.
   2. Proposed budget.

l. Expected Services
   1. A summary of any expected services required/suggested from the Fox Valley Park District.

m. Operators’ understanding of the Project
   1. A complete description as to the firm’s role, methodology and approach to the scope of services.

n. References
   1. Provide at least five references, with current addresses and phone numbers.

*In addition, the operator may include any other supporting documents they wish to submit for review.

*The Fox Valley Park District reserves the right to request any further additional information that it deems necessary for the review and award process.
**Selection Process**

Receipt and evaluation of proposals or the cancellation of interviews do not obligate the District to award a contract. If the District elects to award a contract, the contract will be awarded to what the District believes to be the most qualified operator whose proposal has the best possible combination of qualifications and ability to meet the District’s long-term vision for the Eola Fitness Center.

**Tentative Timeline for Selection***

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP issued to qualified proposers</td>
<td>November 19, 2010</td>
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<tr>
<td>Pre-Proposal meeting at Eola Community Center</td>
<td>December 8, 2010</td>
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<tr>
<td>Written proposals due to Fox Valley Park District</td>
<td>December 20, 2010</td>
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<td>Interviews, if deemed necessary</td>
<td>December 2010–January 2011</td>
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<tr>
<td>Selection committee recommendation</td>
<td>January 2011</td>
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<tr>
<td>Negotiation of Agreements</td>
<td>January/February 2011</td>
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<tr>
<td>Potential contract period begins</td>
<td>March/April 2011 (on or about)</td>
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*The District reserves the right to make adjustments to the above noted schedule as necessary.*

All proposals received by the deadline will be evaluated on experience and the completeness and quality of the content. Only those operators providing complete information as required will be considered for further evaluation.

The District may designate an evaluation committee to review, compare and analyze all proposals. A short list of the most qualified operators may be selected by the District for oral interviews, if deemed necessary. An operator who submits a fully responsive proposal determined to represent the best qualifications and experience, demonstrated competence and response to the specific elements identified in the RFP may be selected as a finalist and may be invited to an interview with a District-appointed interview panel to continue further in the selection process.

Following reference checks and all reasonable due diligence on the part of the District, a preferred operator will be identified.

The District will evaluate the overall quality and responsiveness of the proposal using but not limited to the following criteria, which are listed in no particular order:

- Completeness, overall organization and clarity of the response;
- Demonstrated understanding of the District’s vision and the requirements of this RFP;
➢ Relevant qualifications and experience of the respondent and specific team members (particularly the proposed on-site manager) in public fitness management;

➢ Satisfaction of previous and current clients related to operation and management and customer service within its fitness center;

➢ Evidence of financial stability and ability to provide the services required;

➢ Demonstrated combination of proposal that provides optimal benefits for both the District, its constituents and the selected operator;

➢ Management approach and ability to work with public agencies, community based groups and the public at large;

➢ Knowledge of, and experience with local, state and federal rules and regulations relative to fitness operations.

**General Provisions**

Documents submitted in response to this RFP are subject to public disclosure as permitted by the State of Illinois Freedom of Information Act (the “Act”). Specifically, all proposals received in response to this RFP shall become the exclusive property of the District. At such time as the Director of Parks, Recreation and Communications recommends approval of an agreement to the Board of Trustees and such recommendation appears on the Board of Trustee’s agenda, all proposals submitted in response to this RFP become a matter of public record and shall be regarded as public records. You may identify those elements of each proposal which are trade secrets as that term is defined in the Illinois Government Code and which are so marked as “TRADE SECRET,” “CONFIDENTIAL” or “PROPRIETARY.” The District shall use its best efforts to avoid disclosure of any information which is exempt from disclosure under the Act, but the District shall not in any way be liable or responsible for the disclosure of any such records or portions thereof. Proposers that indiscriminately and without justification identify all or most of their proposal as exempt from disclosure may be deemed non-responsive and such proposal may be disqualified from the bidding process.

The Fox Valley Park District reserves the right to cancel this Request For Proposal at any time, to elect not to award the work listed, to reject any or all of the responses, to waive any informality or irregularity in any response received, and is the sole judge of the merits of the respective responses received. The prospective operator is responsible for any and all costs associated with the preparation of this Request For Proposal.

The operator may withdraw their proposal at any time prior to the date and time which is set forth herein as the deadline for acceptance of proposals, upon written request for same to the District. Only the Board of Trustees can legally commit the District to a management service agreement for the management and operation of the Eola Fitness Center.
There will be no private or unilateral consultations prior to the stated deadline for the District’s receipt of proposals. Any clarifications or requests for information must be received by the close of the pre-proposal meeting scheduled for December 8, 2010. The District, in its sole discretion, may respond to relevant requests for information or clarification of the RFP by proposers. If the District elects to respond to such a request for information or clarification to the RFP, it will do so in writing, and such response from the District will be distributed to all potential operators who attend the mandatory pre-proposal meeting. At its sole discretion, however, the District may respond verbally to questions, requests for information and requests for clarification at the mandatory pre-proposal meeting.

Operators must independently evaluate the information in this RFP and any conflicts, errors, ambiguities or discrepancies that a proposer has discovered in the RFP or between referenced documents should be communicated to the District promptly and no later than December 8, 2010.

In the event that it becomes necessary to revise any part of this RFP due to inquiries raised, an email notifying an addendum, supplement or amendment to this RFP will be provided to proposers who attended the December 8, 2010 pre-proposal meeting. Changes to the RFP shall be accomplished by an amended page or pages.

The operator agrees that any proposal submitted to this RFP will remain current and valid for a period of not less than 180 calendar days from the proposal deadline.

For further information contact: Ms. Laurie Hoffman
Director of Parks, Recreation, and Communications
Fox Valley Park District
712 S. River Street
Aurora, IL 60506
Phone: 630-897-0516
lhoffman@fvpd.net