



# SHAWNEE COUNTY

## REQUEST FOR PROPOSAL

### (RFP)

Quotation Number: 058-23

Date Issued: 10-19-2023

Closing Date: 11-21-2023, 2:00pm

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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### THIS IS NOT AN ORDER

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1. In communications, always refer to the above quotation number.
2. All prices and conditions must be shown. Additions or conditions not shown on this bid will not be allowed.
3. Shawnee County reserve the right to accept or reject any part of, or all of, any bid or proposal.
4. All prices quoted are to be less Federal Excise Tax and Kansas Sales Tax.
5. Price quoted shall remain firm for ninety (90) days after bid closing date.

### **\*SHAWNEE COUNTY HAS AN ELECTRONIC BID SYSTEM\***

All vendors are required to create an online portal account ([www.snco.us/purchasing](http://www.snco.us/purchasing)) in order to receive or submit bid requests.

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### **ITEM AND DESCRIPTION**

Shawnee County is soliciting bids from qualified tennis management firms or individuals to form a Partnership for the operation, management, promotion and general maintenance of the Kossover Tennis Center in Topeka, Kansas. The Kossover Tennis Complex located at 2500 SW Gage Blvd., Topeka, KS consists of 18 courts and Pro Shop.

### **PRE-PROPOSAL MEETING**

A non-mandatory pre-bid meeting will be held as part of the RFP process.

**Tuesday, November 7, 2023 at 9:00 AM**

Kossover Tennis Center  
2500 SW Gage Blvd

**Attendance is not mandatory at the pre-proposal conference but attendance is highly recommended.**

- Impromptu questions will be permitted, and spontaneous unofficial answers will be provided; however, proposers should clearly understand that the only official answer or position of Shawnee County will be in writing.

- All questions requesting clarification of items/issues discussed at the pre-proposal conference must be submitted in writing via the online bid portal at minimum of three days prior to the bid closing date.
- Failure to submit this information via the online bid portal will result in items being resolved in the best interest of Shawnee County.
- Any modification to this Request because of the pre-proposal conference and answers to written questions shall be made in writing by addendum and issued through the online bid portal.

### **Recommendations for All Partnerships**

All partnerships developed and maintained with Shawnee County Parks and Recreation should adhere to common policy requirements. These include:

- Each partner will meet with or report to Shawnee County Parks and Recreation staff on a regular basis to plan and share activity-based costs and equity invested.
- Partners will establish measurable outcomes and work through key issues to focus on in the coming year to meet the desired outcomes.
- Each partner will focus on meeting a balance of equity agreed upon and track investment costs accordingly.
- Measurable outcomes will be reviewed quarterly and shared with each partner with adjustments made as needed.
- A working partnership agreement will be developed and monitored together on a quarterly or as-needed basis.
- Each partner will assign a liaison to serve each partnership agency for communication and planning purposes.
- If conflicts arise between partners, the Director of Shawnee County Parks and Recreation, along with the other partner's highest ranking officer assigned to the agreement, will meet to resolve the issue(s) in a timely manner. Any exchange of money or traded resources will be made based on the terms of the partnership agreement.
- Each partner will meet with the other partner's respective board or managing representatives annually to share updates and outcomes of the partnership agreement.

### **Recommendations for Public/Private Partnerships**

The recommended policies and practices for public/private partnerships that may include businesses, private groups, private associations, or individuals who desire to make a profit from use of Shawnee County facilities or programs are detailed below. These can also apply to partnerships where a private party wishes to develop a facility on park property, to provide a service on publicly owned property, or who has a contract with the agency to provide a task or service on the county's behalf at public facilities. These unique partnership principles are as follows.

- Upon entering into an agreement with a private business, group, association or individual, the Shawnee County Parks and Recreation Department staff and political leadership must recognize that they must allow the private entity to meet their financial objectives within reasonable parameters that protect the mission, goals, and integrity of the county.
- As an outcome of the partnership, Shawnee County Parks and Recreation must receive a designated fee that may include a percentage of gross revenue dollars less sales tax on a regular basis, as outlined in the contract agreement.
- The working agreement of the partnership must establish a set of measurable outcomes to be achieved, as well as the tracking method of how those outcomes will be monitored by the department. The outcomes will include standards of quality, financial reports, customer satisfaction, payments to the department, and overall coordination with the department for the services rendered.

- Depending on the level of investment made by the private contractor, the partnership agreement can be limited to months, a year, or multiple years.
- If applicable, the private contractor will provide an annual working management plan, and they will follow to ensure the outcomes desired by Shawnee County Parks and Recreation. The management plan can and will be negotiated, if necessary. Monitoring of the management plan will be the responsibility of both partners. The department must allow the contractor to operate freely in their best interest, as long as the outcomes are achieved and the terms of the partnership agreement are adhered to.
- The private contractor cannot lobby city or county advisory or governing boards for renewal of a contract. Any such action will be cause for termination. All negotiations must be with the Shawnee County Parks and Recreation Department Director or their designee.
- The agency has the right to advertise for private contracted partnership services, or negotiate on an individual basis with a bid process based on the professional level of the service to be provided.
- If conflicts arise between both partners, the highest-ranking officers from both sides will try to resolve the issue before going to each partner's legal counsels. If none can be achieved, the partnership shall be dissolved.

**Qualifications should address:**

1. Describe your experience in and knowledge of the tennis industry.
2. References (minimum of 3) – Provide names, addresses, email addresses and telephone numbers of appropriate contact persons.

**Objectives of the request for proposals:**

1. Optimize visitor participation to Kossover Tennis Center by providing quality facilities, tennis instructions/lessons, clinics, camps, special events, friendly service, tournaments and quality merchandise, at reasonable prices thus resulting in the highest quality service possible.
2. Display awareness of the demographics and special needs of the community in providing the services.

**Proposals should include:**

1. A business plan for the use and operation of the Kossover Tennis Center. Please include recommended operating hours. Hours of operation must be approved by SCP+R prior to implementation.
2. Describe your proposed services and fees, including tennis court fees, private and group lessons, clinics, youth programs, rentals, merchandise, tournaments, etc.
3. Detailed projection of revenue and expenses per year.
4. Describe how revenue and expenses will be tracked.
5. Proposals should include: If the Company collects and receives all the revenue, what would be the compensation to the County or would there be a subsidy required by the County? How much would that subsidy be?
6. Key management personnel shall be identified and their qualifications provided. A resume indicating key relevant experience and knowledge for each person named must be attached to the proposal.
7. Staffing and management considerations; at a minimum, how many staff members or instructors will be required for tennis instruction, facility management and pro shop operations.
8. Describe your customer service philosophy.
9. Indicate your plans to market and advertise the tennis operation to increase and maintain your customer base.
10. Provide a specific plan to maintain and monitor customer satisfaction.

11. Proposers must clearly indicate any exceptions to this RFP and outline what alternative is being offered, if any. SCP+R may accept or reject such exceptions. Any other information considered pertinent to the project should be included.

## **BID RESPONSE**

**Closing Date:** Bids will be received until 2:00 p.m. CDT on the scheduled closing date. The online bid portal will not accept any new bids after this time.

**Signature of Bids:** Each bid must show in the space provided the complete business or mailing address of the bidder and must be signed by him/her with his/her usual signature.

**Withdrawal of Bids:** Bids already submitted may be withdrawn on the Electronic Bid System or upon proper identification of bidder and provided request is received prior to time of closing. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal after the time set for closing of bids.

**Register Your Company:** For a *mandatory* pre bid meeting, you *must* be registered in our bid portal for us to record you as an attendee. If you are not marked as attended, the system will not allow you to download a bid. It will also stop you from downloading your bid if you are not registered. Also, you will need to subscribe to the bid types you can provide. This will automatically send you bid requests in the future.

**Please Submit Your Bids Early:** In case you have problems getting your bid to upload and need assistance, we suggest you submit before 1:30 pm. Please contact us at once if you have issues uploading. Our system will not allow any bids to be uploaded after 2:00 pm. If your pricing changes, you can replace your bid in the system any time before the 2:00 closing.

**Bid Openings:** All bids submitted before the specified bid closing time shall be opened and properly recorded on the bid tabulation sheet. Subsequent to the bid opening, all bids shall be thoroughly evaluated and a determination made as to their compliance with applicable specifications. The appropriate County department head shall make this determination. Upon completion of the above determination, an analysis of all bids submitted shall be prepared and formally presented to the Board of County Commissioners for acceptance and approval of the lowest and/or best bid. The Board of County Commissioners reserves the right to accept or reject any and/or all bids and to waive any irregularities or informalities therein.

**Notice to Successful Bidders:** The successful bidder will be notified by email or telephone as soon as possible after bids have been opened, tabulated, and analyzed.

**Notice to Unsuccessful Bidders:** Unsuccessful bidders will not be notified.

## **DEMANDSTAR POSTINGS**

**Demandstar Website:** Shawnee County open projects are posted on Demandstar as a secondary posting. Demandstar tracks broadcast and plan holder data. Bids must be submitted through the Shawnee County Bid Portal.

**Shawnee County Bid Portal:** When an open project is posted, Shawnee County is not able to track who downloads project information off the bid portal website. Bids must be submitted through the Shawnee County Bid Portal to be considered. All projects are posted on the County website, not all projects are posted on the Demandstar website. Registration is free.

## **TERMS AND CONDITIONS**

In the event that goods or services delivered by the vendor are unsatisfactory and remain unsatisfactory after a notice and an opportunity to correct the deficiencies, the County reserves the right to purchase substitute goods or services from the other bidders.

Shawnee County reserves the right to negotiate separately with any vendor after the opening of this RFP when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counteroffer on the part of the County.

Shawnee County interprets the term “lowest responsible and best bidder” as requiring Shawnee County to:

- A. Choose between the kinds of materials, goods, wares, or services subject to the proposal, and
- B. Determine which proposal is most suitable for its intended use or purpose. Shawnee County can consider among other factors such things as labor cost, service and parts availability and maintenance costs of items upon which proposals are received. Shawnee County can determine any differences or variations in the quality or character of the material, goods, wares or services performed or provided by the respective vendors.

Shawnee County will award the bid. If the successful vendor refuses or fails to make deliveries of the materials/services within the times specified in the RFP, purchase order or contractual agreement, Shawnee County may by written notice, terminate the contract OR purchase order. The successful vendor will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.

The vendor hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this RFP, understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements and conditions of the RFP, and documents. The vendor further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope for the project as aforesaid.

Shawnee County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee the information will not be made public. As a governmental entity, Shawnee County is subject to making records available for disclosure pursuant to the Kansas Open Records Act. Any confidential or proprietary information should be clearly marked.

Shawnee County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A.79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.

The vendor certifies that this proposal is submitted without collusion fraud, or misrepresentation as to other vendors, so that all proposals for the project will result from free, open, and competitive proposing among all vendors.

This RFP, responses thereto and any contract documents will be governed by the law of the State of Kansas. Any dispute arising out of the same will be litigated only within the courts of the State of Kansas.

Vendor agrees that all data, documents, and information, regardless of form that is generated as a result of this RFP are the property of Shawnee County. The County shall not be liable to reimburse any vendor for the costs of creating, compiling or delivering the same to the County.

By submission of a response, the proposer agrees that at the time of submittal, it: 1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of proposer's services, or 2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division, or bureau, or committee sanctioned by and/or governed by the Board of Shawnee County Commissioners of the County of Shawnee, Kansas. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County may reject their proposal at its sole discretion.

No gifts or gratuities of any kind shall be offered to any County employee at any time.

The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open, and competitive proposing.

The County is exempt from the payment of Federal and excise taxes and from Kansas sales tax.

Vendor credit agreements are prohibited. Unless otherwise stated in this document, payment will be made from vendor-submitted invoice(s) via ACH transfer, check, or credit card, net 30 days. Shawnee County will not complete any credit application or agree to credit terms supplied by vendor.

**Nondiscrimination:** Shawnee County is committed to the concept of equal employment opportunity. All bidders and contractors are expected to comply with the provisions of K.S.A. 44-1030 and 44-1031, copies of which are attached and shall be a part of this contract and other applicable Federal and Kansas laws governing equal employment opportunity.

In accordance with K.S.A 44-1030, vendor hereby agrees to the following:

- A. He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability.
- B. In all solicitations or advertisements for employees, he or she will include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the Kansas Commission on Human Rights.
- C. If he or she fails to comply with the manner in which he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Shawnee County, Kansas.
- D. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed

to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Shawnee County, Kansas; and,

- E. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.

**Provisions of K.S.A. 44-1030 Statute:**

Mandatory provisions applicable to contracts of the state and other political subdivisions; cancellation, when; application to subcontract; non-application to certain contract. (a) Except as provided by subsection (c) of this session, every contract for or on behalf of the state or any county or municipality or other political subdivision of the state or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

1. The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission.
3. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1032, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, whole or in part, by the contracting agency.
4. If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency.
5. The contractor shall include the provisions of paragraphs one (1) through four (4) inclusively of this subsection (a) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor. (b) The Kansas commission on civil rights shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas act against discrimination. (c) The provisions of this section shall not apply to a contract entered into by a contractor: (1) Who employs fewer than four (4) employees during the term of such contract; or (2) Whose contracts with the governmental entity letting such contract cumulatively total five thousand dollars (\$5,000) or less during the fiscal year of such governmental entity.

**Provisions of K.S.A. 44-1031 Statute:**

Same; personnel to be used in performing contracts; reports; non-application to certain contractors. Every person, as defined in subsection (a) of K.S.A. 44-1002, who wishes to enter into a contract which is covered by the provisions of K.S.A. 44-1030 shall upon request of the commission, inform the commission in writing of the manner in which such person shall recruit and screen personnel to be used in performing the contract. The report shall be made on forms to be supplied by the commission. The provisions of K.S.A. 44-1030 and of this section shall not apply to any contractor who has already complied with the provisions

of such sections by reason of holding a contract with the federal government or a contract involving federal funds.

History: L.1972, ch.184, & 15; L. 1975, ch. 264, & 8; L. 1977, ch. 183, & 2; July 1.

**All questions regarding this bid should be posted on the online Electronic Bid System.**

**For problems with the online Electronic Bid System, please contact:**

Shawnee County Audit Finance Department

e-mail: [Auditfinance@snco.us](mailto:Auditfinance@snco.us) phone: (785) 251 – 4039

**The undersigned agrees with all terms and conditions stated above:**

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Email Address \_\_\_\_\_

Phone Number \_\_\_\_\_