is soliciting

Request For Proposals
For The Operation and Management
of the Kossover Tennis Center
2500 SW Gage
Topeka, Kansas 66614

RFP # 042-14
Overview:
Shawnee County Parks & Recreation is requesting “Request of Proposals” (RFP’s) 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 consists of 18 courts and Pro Shop.

RECOMMENDATIONS FOR ALL PARTNERSHIPS
All partnerships developed and maintained 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.

I. **Qualifications Should Address:**

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

II. **Objectives of the Request for Proposals:**

1. Optimize visitor participation to Kossover Tennis Center by providing quality facilities, tennis instruction, friendly service, tournaments and quality
merchandise, at a 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.

III. Proposals Should include:

1. A business plan for the use and operation of the Kossover Tennis Center. Please include recommended operating hours.
2. Describe your proposed services and fees, including 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 two Options:
   - Option 1: 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?
   - Option 2: If the County collects and receives all the revenue. What would be the subsidy required from the County.
6. Staffing and management considerations; at a minimum, how many staff members or instructors will be required tennis instruction and pro shop.
7. Describe your customer service philosophy.
8. Indicate your plans to market and advertise the tennis operation to increase and maintain your customer base.
9. Provide a specific plan to maintain and monitor customer satisfaction.

IV. Selection Process:

Immediately following the deadline for receipt of “RFP’s”, all proposals submitted will be analyzed and reviewed by a selection team designated by the County. Interviews of the 2-3 most attractive proposals may occur if the team determines that additional information is necessary.

The selection team will prepare a report with a recommendation to the Board of County Commissioners. The Board will then make the final determination on selection. Once selected by the Board, the County will enter into contract negotiations with the chosen entity.
V. **Additional Terms and Conditions:**

A. **Cost of Preparing Proposal:** The cost of developing and submitting the Proposal is entirely the responsibility of the proposer. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating the purchase contract and other costs associated with this Request. All responses will become the property of Shawnee County and will be a matter of public record subsequent to signing of the contract or rejection of all proposals.

B. **Acceptance or Rejection:** The selection team reserves the right to accept or reject any or all Proposals or part of a Proposal; to waive any informalities or technicalities; clarify any ambiguities in Proposals; modify any criteria in this Request; and unless otherwise specified, to accept any item in a Proposal.

C. **Contract Formation:** No contract shall be considered to have been entered into by Shawnee County until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the Board of County Commissioners.

D. **Open Records Act:** All Proposals become the property of Shawnee County. Kansas law requires all information contained in Proposals to become open for public review once a Contract is signed or all Proposals are rejected.

E. **Independent Contractor:** Both parties, in the performance of this Contract, shall be acting in their individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

F. **Conflict of Interest:** The proposer shall not knowingly employ, during the period of purchase negotiation or any extensions to it, any professional personnel who are also in the employ of Shawnee County and who are providing services involving this contract or services similar in nature to the scope of this contract to Shawnee County. Furthermore, the proposer shall not knowingly employ, during the period of this purchase negotiation or any extensions to it, any Shawnee County employee who has participated in the making of this solicitation until at least one year after his/her termination of employment with Shawnee County.

G. **Withdrawal of Proposals:** A Proposal may be only be withdrawn on written request from the proposer to the County delivered via email or fax to the Contact Person listed herein prior to the closing date.
VII. Contact Person:
All inquiries should be directed to:

Randy Luebbe, Recreation Director
Shawnee County Parks & Recreation
3137 SE 29th
Topeka, KS, 66605
Phone: (785) 267-1156 x 2607
E-Mail: randy.luebbe@snco.us

VIII. Deadline For Submission of Proposals:
Proposals will be received at the address listed below until 5:00 p.m. Wednesday, January 7, 2015. Each submission must be clearly marked on the outside of the package with the following description: "Proposal for the Kossover Tennis Center."

Six (6) copies are to be mailed or delivered to:

Shawnee County Audit Finance Office
Attn: Michele Hanshaw
200 SE 7th, Room 201
Topeka, KS, 66603