Tennis Pro Manager Southwest Williamson County Regional Park PROPOSAL SPECIFICATIONS

PURPOSE

The Williamson County Parks Department (hereinafter "County") is pleased to offer an exciting opportunity to provide professional services for tennis operations and pro shop management (hereinafter "Concession") at the Southwest Williamson County Regional Park.

The County is seeking proposals for a thirty-six (36) month service contract with two (2) optional one (1) year extensions, from a well-qualified individual or firm experienced in tennis management. The Tennis Pro Manager (hereinafter "prospective Concessionaire") shall ultimately be the successful respondent of this RFP, and will be responsible to manage the pro shop, court reservations, collection of fees, providelessons, leagues, youth programs, and will generally promote the sport of tennis at the Southwest Williamson County Regional Park. Limited food and beverage concessions items may also be provided.

The prospective Concessionaire shall demonstrate the ability to perform in this type of business, clearly articulate achievable plans for operation, and document compliance with appropriate laws and regulations. They shall demonstrate the ability to implement a concession program that will meet or exceed the objectives of the County, as well as incorporate innovative ideas that are appropriate for this concession.

The prospective Concessionaire shall provide details of their experience and qualifications that demonstrate an ability to effectively provide quality service and programs. It is the intent of this RFP for the Tennis Pro Manager to outline his/her operation in a Proposal using the specifications contained herein. The following Specifications for the operation of the concession are followed by Proposal Evaluation and Selection Process provisions.

The County's goals are to:

- Provide the public with the best and most satisfactory service from the concession,
- Ensure that the operation is well-maintained, safe and compliant with appropriate laws and regulations, and
- Ensure the County receives adequate and appropriate compensation from private businesses allowed to operate on County park property.

Note: Historical customer traffic and revenue data is available upon request.

LOCATION

The concession will be located and operated at <u>Southwest Williamson County Regional Park</u>, 3005 County Road 175, Leander, TX, 78641. The park is open daily 7:30am-10pm, year-round, unless dictated by an unforeseen emergency or interruption in services beyond the County's control (e.g. natural disaster, utilities interruption, etc.). The park is approximately 814 acres, and contains eight (8) lighted tennis courts, a tennis pro shop, eleven (11) sports fields, one (1) cricket field, six (6) lighted basketball courts, two (2) lighted softball/baseball fields, approximately 5.25 miles of multi-use trails, a playscape, an 18-hole disc golf course, Quarry Splash Pad, over 1,000 parking spaces, five (5) restrooms, four (4) large and two (2) small open-air reservable pavilions.

SCOPE OF SERVICES

- a) It is the intent of this Contract to provide an optimum public professional tennis program, both in maximum hours and days of operation as well as goods and services provided. The prospective Concessionaire shall provide professional tennis services as described herein (or alternatives that are approved in writing and in advance by the County) and shall provide all labor, material, equipment, and insurance required herein.
- b) The prospective concessionaire will:
 - a. Be allowed to use the equivalent of four (4) of the eight (8) tennis courts for programming, lessons, clinics, leagues, camps, and limited concessions as approved by the County, and
 - b. Manage the equivalent of four (4) of the eight (8) tennis courts for general public use.
- c) This is a revenue-sharing contract. The prospective concessionaire shall operate the concession in a manner consistent with the use as a tennis center and shall collect daily tennis court fees, annual fees, league fees, tournament fees and any other fee that is authorized to be collected by the County. The prospective concessionaire must submit a five-year pro-forma, which shall include an amount or percentage of all compensation to be provided to the County. The County reserves the right to negotiate prices with the selected concessionaire. The Pro Manager shall be liable to the County for funds collected until such funds are actually tendered to County for deposit into the County's account.
- d) The prospective concessionaire shall have the right to operate and manage the tennis center, in conformance to the terms of the RFP and the Proposal selected by the County. The prospective concessionaire shall have the right to conduct the following during the term of the Contract: (1) Private or group lessons, (2) Leagues, (3) Tournaments, and (4) General Public play. The prospective concessionaire must coordinate with the County to confirm that proposed dates of intended use do not conflict with any other activities or events.
- e) The prospective concessionaire shall not provide services or merchandise that does not directly promote the use of the facilities as a tennis center nor install any amusement devices without the prior written approval of the County. Additionally, the prospective concessionaire shall:
 - a. Maintain hours of operations as established in the selected Proposal.
 - b. Hire and staff the tennis center; ensuring that all employees and volunteers pass a criminal background check before having access to the visiting public.
 - c. Be responsible for the training, supervision and expenses of the concessions staff.
 - d. Provide complete daily janitorial services for the tennis pro shop and restrooms located between courts #2 and #3. The same facilities must be monitored for cleanliness throughout the day. The restroom building must be locked nightly and reopened the next morning. A daily custodial schedule shall be agreed to by County prior to commencement of the Contract or any ensuing Agreement.
 - e. Ensure that the fenced-in areas of all tennis facilities are daily kept free and clear of trash, rubbish, and refuse. Access to and use of County dumpster is permitted.
 - f. Promptly notify the County of the need for facility maintenance/repair or replacement of County equipment.
 - g. The prospective concessionaire shall have certifications for CPR and First Aid training or agree to obtain such certifications within the three (3) months from commencement of the Contract.

- h. Provide all equipment necessary for the operation of the tennis pro shop. Telephoneor computer lines may be added at the expense of prospective concessionaire, with advanced coordination with County.
- i. The County will be responsible for reasonable and customary utility expenses at the tennis center in connection with the use of the tennis center in accordance with the terms of this RFP.
- j. Comply with all County, state, and federal regulations applicable to performing work within a County park.
- k. The County reserves the right to negotiate additional requirements, specifications, terms and conditions of this RFP after selection of the best prospective concessionaire.

ITEMS AND PRICING

The prospective concessionaire shall have the right to provide or sell tennis related items/services for reasonable fees; provided, however all items and services must be approved by the County on an annual basis.

Items of sale may include, but not necessarily be limited to the following:

- Court fees
- Private or group lessons
- Leagues
- Tournaments
- Tennis equipment and merchandise such as rackets, balls, clothing and supporting items such as hats, sunglasses, sweatbands, etc.
- Customary tennis center services (e.g., restringing, regripping)
- Limited food and beverage concessions

The prospective concessionaire is responsible for all inventories and must ensure the quality of merchandise being sold.

HOURS OF OPERATION

It is the intent of this Contract to serve the public in the best possible manner, which is with maximum operating hours. Suggested hours should be included in the Proposal. Southwest Williamson County Regional Park hours are from 7:30 AM to 10:00 PM.

ACCOUNTING

The County will require standard accounting practices and daily/monthly reports as stipulated by the County Audit Department. These items will follow Contract signing.

In addition:

- a) The prospective concessionaire shall establish and maintain during the term of the Contract separate records and accounts, including a separate bank account, relating to the operation of the tennis center. All related records and accounts shall be subject to examination and audit by the County, at any time upon request.
- b) The prospective concessionaire shall provide the Contract Administrator with a copy of Internal RevenueService Form 1040, Schedule C (Statement of Operations) pertaining specifically to pro shop income. This form shall be submitted to the County annually within seven (7) calendar days of filing with the IRS.

- c) The prospective concessionaire shall submit to the County a copy of the monthly sales tax report within fifteen (15) calendar days of filing the report with the State.
- d) The County reserves the right to conduct random inspections of the concession operation to ensure all provisions of the Contract are being met. In the event any infractions are found, the County will submit a report of the infractions to the prospective concessionaire. Any infractions so notedmust be corrected within thirty (30) calendar days from the date of the County's report unless otherwise mutually agreed on another date. County may terminate the Contract for failure to correct any infractions to County's satisfaction within agreed timeframe.

MAINTENANCE & REPAIRS

- a) The County will provide general maintenance of the tennis center such as utility repairs, painting and electrical due to usual and customary use.
- b) The County will complete major repairs and improvements of the tennis facility such as court resurfacing, painting, and stripping, based on preventive maintenance schedules and funding.
- c) The prospective concessionaire shall be responsible for any damage to the tennis center that is caused by the neglect, misuse, etc. of the prospective concessionaire and/or their staff and prospective concessionaire shall pay County for such damages upon demand.
- d) The County will provide for landscaping services such as grass and weed control around the building and courts as determined by the County and to the County's standards. The prospective concessionaire and/or their staff shall not interfere with any of the services being performed by theCounty and/or its subcontractors.
- e) The prospective concessionaire is responsible for regular maintenance and upkeep of any and all equipment (e.g. coolers, nets, windscreens) directly related to the operation. The prospective concessionaire is responsible to:
 - Install replacement net headers
 - Ensure nets are maintained at proper playing height
 - Reattach windscreens after wind events, including providing a ladder for prospective concessionaire's staff use.
- f) County will be responsible to procure:
 - Up to 4 replacement net headers annually.
 - Up to 4 replacement nets annually.
 - Windscreens as needed when beyond repair or use

GENERAL

- a) The prospective concessionaire must provide Insurance as required by the County and referenced in the RFP Terms and Conditions section.
- b) The prospective concessionaire shall have a manager on site, and shall have adequate staff to maintain full operation during business hours.
- c) The prospective concessionaire's staff must be dressed appropriately, with identification to note the organization they represent. The uniforms **must not** indicate that staff are employees of the County.

d) The County provides a Tennis Center sign on the Pro Shop that shall remain. The prospective concessionaire is responsible to provide and maintain all other signage in a satisfactory quality condition. The prospective concessionaire has use of the kiosk on the front of the tennis pro shop. Hours of operation and emergency contact information must be readily posted. The design and location of all signage shall be subject to the approval of the County.

CONTRACT ADMINISTRATION

Russell Fishbeck, Williamson County Parks Director (or his successor/designee), 219 Perry Mayfield, Leander, Texas 78641 shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and anyensuing Agreement, such as but not limited to, acceptance, inspection and delivery. The ContractAdministrator will serve as liaison between the Williamson County Commissioners Court and the prospective concessionaire.

PROPOSAL EVALUATION AND SELECTION PROCESS

The Proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which each Proposal must be submitted.

Proposal Evaluation and Selection

Selection will be based on the Respondents' experience, qualifications, references, and history of providing requested like services. The relative importance of the criteria is indicated by the point values assigned to each respectively. Please provide sufficient responses to the criteria with particular work examples that highlight previous experience, background, references, education, etc. of the individual(s) that will be performing the required services.

Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge or experience with the services and/or goods being procured hereunder. Those Respondents meeting all requirements and deemed most qualified may receive further evaluation via telephone or in-person interviews with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible meeting minimum specifications and qualifications.

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly on the basis of the initial RFP responses, or in addition, may have interviews with respondents to determine its final recommendation. The Evaluation Committee will present its recommendation to the Williamson County Commissioners Court for approval and award of contract.

The Proposal should include any and all information pertinent to the Respondent's tennis and pro shop business knowledge and experience. Provide detailed information on the criteria listed below as well as any other information pertinent to the evaluation. Proposals should be accurate, concise, detailed, and easy to read.

The Respondent selected will have, in the opinion of the County, the best overall combination of the criteria. The County reserves the right to further negotiate terms and

conditions after selection of the best Tennis Pro Manager.

Some items of interest are:

- Business plan, including revenue sharing proposal
- Tennis Center operation plan
- Criminal background check for all staff
- Any changes/differences to the suggested guidelines of operation as outlined in the RFP
- Experience in the operation of public tennis and pro shop operations
- Three references from reputable entities
- Any other items pertinent to the operation of a public tennis and pro shop operation

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria and any further scoring that may be conducted based upon Respondent's presentation during the interview process:

PROPOSAL EVALUATION CRITERIA (Total 100 points)

- a) Experience as a Business Operator/Concessionaire (25 points)
- b) Financial strength and stability to sustain the concession as proposed (20 points)
- c) Five-Year Business Plan and Business Management, including proposed revenue-sharing plan. Include resumes of all management staff (**20 points**)
- d) Professional and Community Relationships. Include examples of existing relationships with businesses, business affiliations and/or organizations beneficial to operation of a successful tennis facility (**15 points**)
- e) Familiarity with Region (Williamson County and Central Texas) (15 points)
- f) References and background checks of all employees. (5 points)

Interviews, Optional - Interviews may be conducted at the discretion of theCounty.

Williamson County reserves the right to award a contract for any or all areas of this RFP.

It is the responsibility of the Respondent to provide sufficient information/data in aconvincing manner to the Evaluation Committee to assure all of the terms, conditions and expectations for satisfactory performance of the services requested herein will be met.

All contact during the evaluation phase shall be through the Williamson County Purchasing Department only. Successful Respondent shall neither contact nor lobby evaluators during the evaluation process. Attempts by Successful Respondent to contact and/or influence members of the Evaluation Committee may result in disqualification of Proposal.