

Department of Procurement and Contract Compliance

REQUEST FOR PROPOSAL



RFP R41695

For

**“Fitness Center Management Services for Joe E.
Amayo Argentine Community Center”**

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Article I. General Information

Section I.1 Method of Source Selection

Section 29-154 of the Unified Government of Wyandotte County / Kansas City, Kansas Procurement Code allows for the use of Competitive Sealed Proposals (RPF) process when it is determined that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government by the Procurement Department as permitted.

Section I.2 Purpose

The Unified Government of Wyandotte County/Kansas City, Kansas, Parks and Recreation Department (UGPRD) is seeking a qualified and experienced Fitness Management Service to operate a professional Fitness Center at the Joe E. Amayo Argentine Community Center.

Offerors providing such services must meet the requirements, as specified herein.

Solicitations from qualified individuals and firms are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas.

Section I.3 Existing Environment

The Unified Government of Wyandotte County/Kansas City, Kansas is a consolidated city/county government serving all of the citizens of the City of Kansas City, Kansas, and Wyandotte County, including, through county programs, residents of Wyandotte County's unincorporated areas and the three other cities within its borders: Bonner Springs, Edwardsville, and a portion of Lake Quivira. The City of Kansas City, Kansas is located entirely in Wyandotte County which, along with ten other Kansas and Missouri counties, makes up the Greater Kansas City Metropolitan Area with a population of approximately 2.1 million. For clarity, the cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects. This RFP focuses exclusively on the City of Kansas City, Kansas and Wyandotte County, Kansas.

Section I.4 Required Review

Offerors should carefully review this solicitation to fully understand the scope of work and for defects and questionable or objectionable items. Comments or questions concerning this RFP must be made in writing and received by the procurement officer at least ten (10) days before the proposal opening. This will allow issuance of any necessary addendums which will be shared publicly and with all notified potential bidders. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these issues have not been brought to the attention of the procurement officer, in writing, at least ten (10) days before the time set for opening.

Section I.5 Protests and Appeals

Any protest or appeal of the award of the Agreement must be in writing and received by the Director of Purchasing within seven (7) days of the County Administrator's decision of award of contract.

Section I.6 Inquiries - Clarifications

Any questions regarding the Request for Proposal shall be directed in writing to the attention of the buyer via fax or email, to the Office of Procurement and Contract Compliance ATTN: Kelly Regan, kregan@wycokck.org, Room 649, 701 North 7th Street, Kansas City, Kansas 66101. All questions must be received no later than the date established in the project timetable. Telephone conversations must be followed up in writing by the interested party.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written addendum to the RFP. The procurement officer will determine the appropriate method to be used.

Kelly Regan
913-573-5447 phone
913-573-5444 fax
kregan@wycokck.org

Section I.7 Amendments & Addenda

Amendments and addenda will be issued to offerors known to have the Request for Proposal and will also be made by available publicly on the Unified Government's website at least three (3) days prior to the due date of the RFPs.

Section I.8 Alternate Proposals

Offerors may only submit one proposal for evaluation. Alternate proposals (proposals that offer something different than what is asked for) will be rejected.

Section I.9 Implied Requirements

By submission of the proposal, the Offeror certifies all services proposed meet or exceed all requirements as set forth in the Request for Proposals, unless the proposal specifically states otherwise.

It will be in the sole discretion of the Unified Government to determine whether alternative proposals will be considered. Any products and services that are not specifically addressed in the Request for Proposal, but which are necessary to provide functional capabilities proposed by the Offeror must be included in the proposal.

Section I.10 Project Timetable & Contract Term

The project timetable set out herein represents the Unified Government's best estimate of the schedule that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

Proposed Project Schedule Date	Event
SEPTEMBER 11, 2025	Solicitation Release
SEPTEMBER 22, 2025, 2:00 P.M. CST	Deadline to submit written questions
SEPTEMBER 30, 2025	Response to written questions
OCTOBER 9, 2025, 2:00 P.M. CST	Proposals submission deadline
TBA	Interviews
TBA	Contract Start Date

The length of the contract will be from the date of award and continue for a term length of two (2) years with three (3), one-year optional extensions.

During the term of the contract, the Unified Government may request additional services not anticipated at contract inception. If the Unified Government makes such a request for additional services, the Consultant shall submit a written scope of the additional work including an estimate of additional costs for the performance of such additional work. No change in scope shall be effective nor shall additional compensation be paid except on the basis of the provisions of a written supplemental agreement which may be duly entered into by the parties to this Agreement.

Section I.11 Location of Work

The location(s) the work is to be performed within the Unified Government of Wyandotte County/Kansas City, Kansas at the Joe E. Amayo Argentine Community Center, 2810 Metropolitan Avenue, Kansas City, KS 66106.

Section I.12 Proposals and Presentation Costs

The Unified Government of Wyandotte County/Kansas City, Kansas will not be liable in any way for any costs incurred by the Offeror in the preparation of their proposal in response to the Request for Proposal nor for the presentation of their proposal and/or participation in any discussions or negotiations.

Section I.13 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the Unified Government and may be returned only at the UG's option.

Kansas Open Records Act, K.S.A. 45-215 *et seq.*, requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the Offeror requests, in writing, that the procurement officer does so, and if the procurement officer, in consultation with the Legal Department of the Unified Government agrees, in writing, to do so subject to the Kansas Open Records Act requirement. Material considered confidential by the Offeror must be clearly identified and the Offeror must include a brief statement that sets out the reasons for requesting confidentiality.

Section I.14 Cooperative Procurement

By responding to this Request for Proposals, the Offeror agrees to participate in the Cooperative Procurement Program for cities, counties, and other public agencies located in the Kansas City metropolitan region as defined by Mid America Regional Council, and the selected contractor shall provide equipment, supplies, and/or services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities. The Offeror further understands and agrees that participation by other governmental entities is fully voluntary on the part of those governmental entities and the Unified Government bears no financial responsibility for any payments due the contractor by any such governmental entities that choose to participate in cooperative procurement under any contract resulting from this Request for Proposals.

Section I.15 Independent Contractor Relation

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.

The Agreement to be entered into is not intended to be and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and, the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties will agree that no persons supplied by the Offeror in performance of the contract are employees of the Unified Government and further agree that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Offeror shall maintain total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Unified Government harmless with respect thereto.

Section I.16 Determination of Responsibility

Per § 29-198 (Responsibility of bidders and offerors) of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas ("the Procurement Code"), before awarding a contract, the Procurement Officer must be satisfied that the prospective offeror is responsible.

All offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such offeror. The determination of responsibility shall be governed by § 29-198 of the Procurement Code. The contract file shall contain the basis on which the award is made.

Section I.17 Evaluation

The selection committee shall evaluate all proposals submitted and shall classify proposals as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Offerors whose proposals are unacceptable shall be notified promptly. More detailed evaluation information will be found in section 8 of this Request for Proposal.

Section I.18 Equal Treatment

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and clarification of proposals. The Procurement Officer will establish procedures and schedules for conducting discussions. If during discussions there is a need for any substantial clarification of or change in the Request for Proposals, the Request shall be amended to incorporate such clarification or change. Auction techniques (revealing one offeror's price to another) and disclosure of any information derived from competing proposals are prohibited.

Section I.19 Award

The contract shall be awarded in whole or in part to the responsible offeror whose proposal is determined to be the most advantageous to the Unified Government taking into consideration all the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation.

The County Administrator retains the sole and complete discretion to select the successful proposer based upon the evaluation of the UGPRD Director's selection recommendation. The decision of the County Administrator will be final unless a protest is filed as described in the protest section 1.05

Section I.20 Notification of Award

Written notice of award shall be sent to the successful Offeror.

- The successful Offeror shall, within ten (10) days from the date of receipt of the notice of award, perform the following:
 - If the Offeror is not a resident of the State of Kansas, submit an executed Appointment of Process Agent Form or a Foreign Corporation form (Form can be requested **from the Procurement Department**).
 - Submit a certificate of insurance evidencing insurance as required by the Request for Proposal.
 - Ensure that all occupation taxes and fees are paid in full. Offerors are hereby directed to contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at (913) 573-8780 for information regarding Licensing and Occupational Taxes.
 - Come into compliance with Article XI of the Procurement Code regarding compliance with State and federal anti-discrimination laws.

Contact the Procurement and Contract Compliance Division located on the 6th Floor of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas 66101, Room 649 or call (913) 573-5440 for information regarding compliance requirements."

- The Unified Government may, at its option, declare the Offeror in default if the Offeror fails to perform all the above-enumerated conditions.
- The Unified Government of Wyandotte County/Kansas City, KS, Johnson County KS, City of Kansas City MO, and Jackson County MO, (collectively the "Local Governments"), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Offerors in compliance with the Tax Laws of the Local Governments. Offeror agrees that the Offeror shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Offeror's compliance with the Tax Laws of the Local Governments shall be a condition of award. All Offerors entering into a contract and all subsequent renewals with the Unified Government of Wyandotte County in the amount of \$50,001.00 or more must obtain a Tax Clearance Certification within thirty (30) days of the notice of award. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the "Local Governments" and submitted to the Unified Government Procurement and Contract Compliance Department. The Tax Clearance Certification shall be valid for a period of one (1) year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County. (**Form will be provided to the successful Offeror by the Unified Government.**)

Section I.21 Right to Reject Proposals

The Unified Government reserves the right to accept or reject any proposals or alternate proposals. Offerors must comply with all the terms of the RFP, the Unified Government Procurement Code, and all applicable local, State, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all the material and substantial terms, conditions, and performance requirements of the RFP.

Minor informalities may be waived by the procurement officer if determined that they:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work; or,
- do not constitute an unacceptable reservation against a requirement or provision.

If no offerors meet all the mandatory requirements of the Request for Proposals, if sufficient funds are not available, or if other extenuating circumstances prevail, the Unified Government may choose to make no award and to submit a revised scope through a subsequent Request for Proposals at a later date or may choose to negotiate with those submitting proposals.

Section I.22 *Mistakes in Proposals Discovered Prior to Award*

At any time prior to the established due date for submission, Offeror may withdraw or modify a proposal. The established due date is defined as either the time and date announced for the receipt of proposals or of modifications to proposals or, if discussions have begun, it is the time and date by which best and final offers must be submitted; provided that only offerors who submitted proposals by the time announced for the receipt of proposals may submit best and final offers. Any proposal modification must be in writing, executed by Offeror, and submitted prior to the proposal submission date.

After submittal of the response and prior to any evaluations of the submitted proposals, mistakes in proposals may only be corrected and accepted as an intended correct offer in the sole discretion of the Procurement Department on behalf of the Unified Government.

Section I.23 *Mistakes in Proposals Discovered after Award*

Corrections to mistakes shall not be allowed after award of the contract unless permitted in the sole discretion of the Procurement Department on behalf of the Unified Government.

Section I.24 *Ownership of Reports, Drawings, Specifications, etc.*

All reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, finding, recommendations, data and memoranda of every description relating to the services described herein and in completion thereof, shall become the property of the Unified Government upon finalization.

Article II. Standard Proposal Information**Section II.1 *Authorized Signature***

All proposals must be signed by an individual authorized to bind Offeror to the provisions of the Request for Proposal. Proposals must remain open and valid for at least ninety (90) days from the opening date.

Section II.2 *Supplemental Terms and Conditions*

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this Request for Proposal or that diminish the Unified Government's rights under any contract resulting from the Request for Proposal, whether provided by the contract or by Kansas Statute, shall be null and void. The Unified Government is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- [a] if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the Request for Proposal, the term or condition of the Request for Proposal will prevail; and

- [b] if the Unified Government's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition shall be null and void.

Section II.3 Discussions with Offerors

The Unified Government may conduct discussions with offerors for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the Request for Proposal. Discussions will be limited to specific sections of the RFP identified by the procurement officer. Discussions will be limited to specific sections of the Request for Proposal identified by the procurement officer. Discussions may only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the Procurement Officer. Discussions, if held, will be after initial evaluation of proposals by the evaluation committee. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the Procurement Officer may set a time for best and final proposal submissions from those offerors with whom discussions were held.

Offerors with a disability needing accommodation during the discussion process should contact the Procurement Officer prior to the date set for discussions so that reasonable accommodation can be made.

Section II.4 Prior Experience

In order for their offers to be considered responsive, offerors must meet these minimum prior experience requirements:

- The Offeror must have at least 5 years of experience operating a commercial fitness facility or full-service gym.
- The Offeror must demonstrate experience managing facilities of similar size and scope.
- Offeror must show a history of community outreach, program development, or engagement efforts.
- Offeror must provide evidence of a clean compliance and safety record.
- Offeror must submit evidence of financial viability.

Offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

Section II.5 Evaluation of Proposals

The proposals will be evaluated by an Evaluation Committee consisting of the procurement officer and at least three (3) Unified Government employees. Each member will independently review and rank each proposal based solely on the evaluation factors set out in Section Eight of this Request for Proposal.

While numerical scoring will be used as a tool to assist in the evaluation process, the final ranking of the proposals are reflected in the award decision, rather than relying solely on a calculated score.

Section II.6 *Contract Negotiations*

After completion of the evaluation, including any discussions held with offerors during the evaluation, the Unified Government may elect to initiate contract negotiations.

The option of whether to initiate contract negotiations rests solely with the Unified Government. If the Unified Government elects to initiate contract negotiations, these negotiations cannot involve changes in the Unified Government's requirements or the Offeror's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

Offeror will be responsible for all travel and per diem expenses related to contract negotiations, and these expenses shall not be reimbursable.

Section II.7 *Failure to Negotiate*

If the selected Offeror:

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the Offeror and the Unified Government, after a good faith effort, simply cannot come to terms,

the Unified Government may terminate negotiations with the contractor initially selected and commence negotiations with the next highest ranked offeror.

Article III. Standard Contract Information

Section III.1 *Contract Approval*

This Request for Proposal does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the resulting contract under the Request for Proposals is approved by the Unified Government County Administrator or the Administrator's designate. Upon written notice to the Offeror, the Unified Government may set a different starting date for the contract. The Unified Government will not be responsible for any work done by the Offeror, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

Section III.2 *Proposal as a Part of the Contract*

Part or all of this Request for Proposal and the successful proposal may be incorporated into the contract by reference.

Section III.3 *Additional Terms and Conditions*

The Unified Government reserves the right to add terms and conditions during contract negotiations.

These terms and conditions will be within the scope of the Request for Proposals and will not affect the proposal evaluations. Additionally, the Unified Government's General Conditions, contained in Article IV., below, are a required part of all Unified Government contracts. Offeror understands and agrees that in submitting a proposal in response to this Request for Proposals, it agrees to the Unified Government's General Conditions unless otherwise noted in the Offeror's proposal. It is in the sole discretion of the Purchasing Department on behalf of the Unified Government to accept or reject the proposed change to the General Conditions.

Section III.4 Insurance Requirements

The successful Offeror must secure insurance coverage as required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management. Offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Insurance Requirements

Upon award of the contract, the successful Offer shall provide a Certificate of Insurance that contains the following coverage and limits:

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide ten (10) days written notice to the Unified Government by registered mail prior to any modification, cancellation, non-renewal or other change in coverage. The successful Offeror shall provide the Unified Government with Certificates of Insurance concerning the requirements listed.

The policies must be effective prior to the commencement of work and must remain in force until termination of the work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract, or any extension thereof, any required insurance policies are scheduled to expire or be canceled, it will be the responsibility of the Offeror to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the policy prior to expiration or cancellation date so that there will be no lapse in any coverage.

The successful Offeror shall indemnify the Unified Government of Wyandotte County/Kansas City, Kansas and save it harmless against any and all loss, damage, expense, liability or claim of liability, expense for injury, death, or damage to property directly caused by Offeror's negligence arising out of performance by Offeror of the agreement.

The Unified Government shall be named as an additional insured as described below. The following minimum coverage is required of any Offeror providing services:

Coverage:

Workers Compensation

Limits of Liability:

Statutory

Combined Automobile Bodily Injury And Automobile Property Damage	\$500,000 per occurrence
Errors and Omissions	\$1,000,000 aggregate
Professional Liability	\$1,000,000 aggregate

1. The “additional insured” provisions of the insurance policy shall read exactly as follows:
The Unified Government of Wyandotte County and Kansas City, Kansas, shall be named as additional insured with respect to the work performed for the contract(s): “Request for Proposal RFP R41695, Fitness Center Management Services for Joe E. Amayo Argentine Community Center for Unified Government of Wyandotte County/Kansas City, Kansas”.
2. Cancellation Clause shall read exactly as follows:
Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail ten (10) days prior written notice of cancellation to the certificate holder.
3. Provide Request for Proposal number **RFP R41695, Fitness Center Management Services for Joe E. Amayo Argentine Community Center for the Unified Government of Wyandotte County/Kansas City, Kansas** and title in the “miscellaneous” area of certificate and address all certificates to the Unified Government of Wyandotte County/Kansas City, Kansas - Purchasing Division, 701 N 7th Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444; Office 913-573-5440.

Section III.5 *Proposed Payment Procedures*

The Offeror will make payments, i.e., management fees, etc., based on a negotiated payment schedule.

Section III.6 *Informal Debriefing*

Prior to a contract renewal between the Offeror and the Unified Government, an informal debriefing may be performed at the discretion of the Unified Government. If performed, the scope of the debriefing will be limited to the work performed by the Offeror.

Section III.7 *Offeror's Personnel*

The Offeror shall hire, train, supervise, direct the work of, and discharge all personnel of the Fitness Center. The Offeror will use commercially reasonable efforts to recruit employees who reside in Wyandotte County, Kansas. Finally, Offeror shall not discriminate with regard to its hiring of employees or subcontractors or in its purchase of materials or in any way in the performance of its contract, if one is awarded, based on race, color, religion, national origin, sex, age, sexual orientation, disability, or familial status.

Personnel shall in every instance be deemed employees of the Offeror and not of the Unified Government.

Section III.8 *Contract Changes - Unanticipated Amendments*

The contract may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of the contract.

Article IV. Background Information**Section IV.1 *Background Information***

Since 2017, the Unified Government of Wyandotte County/Kansas City, KS Parks and Recreation Department (UGPRD) has supported expanded community health and wellness access by providing dedicated space within the Joe E. Amayo Argentine Community Center (hereafter, *Community Center*) to a private Fitness Management Service. This collaboration represents an important public-private partnership designed to enhance recreational services, promote healthier lifestyles, and maximize use of municipal assets for community benefit.

Through this arrangement, the vendor has operated a full-service, commercial-grade Fitness Center, offering a range of exercise equipment, fitness programming, and wellness services in a facility that mirrors professional gym environments. Notably, the Fitness Center previously maintained 24/7 operations, delivering continuous access to members and ensuring that fitness opportunities were available to residents regardless of their work schedules or time constraints—an especially valuable feature in an underserved community.

The Fitness Center operates within a designated portion of the Community Center, with additional areas used as shared spaces in coordination with UGPRD. These arrangements have allowed for flexible use of the facility while supporting the diverse programming needs of both the Parks and Recreation Department and the vendor.

Approximate area of operations is approximately 5,000 sq. Ft.

- Gym Space: 3,966 sq. Ft.
- Hallway: 832 sq. Ft.
- 2 Restrooms: 80 sq. Ft. (per Restroom)

Additionally, there is approximately 2,000 sq. Ft. which is a shared space between the vendor and UGPRD.

- Yoga Room: 1,540 sq. Ft.
- 2 Restrooms/Locker Rooms: 480 sq. Ft. (per Restroom/Locker Room)

Appendix A features a facility map which provides further details on the approximate areas of operation.

Article V. Project Scope

Section V.1 Scope of Work

The overall objective(s) of this proposal is for the Unified Government of Wyandotte County/Kansas City, Kansas Parks and Recreation Department (UGPRD) to obtain a Fitness Management Service to operate a professional Fitness Center at the Joe E. Amayo Argentine Community Center. Fitness Management Service responsibilities are to include, but are not limited to:

a. Facility Management & Compliance

- Provide all funding, furniture, soft goods and equipment, including but not limited to mats, weights, exercise equipment, computers, etc., necessary to operate a Fitness Center.
- Manage all day-to-day operations of the Fitness Center including staff scheduling, facility cleaning, equipment maintenance, and customer service.
- Continuously operate and conduct business in the Fitness Center.
- Provide regular maintenance of fitness equipment.
- Report any facility issues or concerns in a timely manner to the Director of the UGPRD, or her designee.
- Comply with all local, state, and federal health and safety regulations.

b. Staffing

- Recruit, hire, train and manage certified fitness professionals. Use commercially reasonable efforts to recruit employees who reside in Wyandotte County.
- Ensure staff are trained in CPR/First Aid and customer service.
- Provide supervision during all operating hours.

c. Programs and Services

- Offer a broad range of fitness programs: personal training, group exercise, youth/senior fitness, rehabilitation support, etc.
- Provide community-based health and wellness events or classes.
- Accommodate users with special needs or disabilities.

d. Membership and Access

- Develop and manage a membership structure that includes:
 - Affordable pricing options
 - Community discounts or scholarships for underserved populations
 - Day passes, monthly, and annual memberships
 - Integrate a membership access system (key cards, check-in software, etc.)
- Otherwise, be responsible for collecting fees and other charges due from customers, users or guests of the Fitness Center in a manner and at prices consistent with the operation of other first-class Fitness Centers of similar size in the Kansas City Metropolitan area.

e. Marketing and Outreach

- Promote programs and services through traditional and digital channels.
- Engage with local residents, schools, and organizations to increase awareness and participation.

f. Financial Management

- Collect and manage fees for memberships, classes, and rentals.
- Maintain accurate financial records and submit quarterly reports to the Unified Government of Wyandotte County/Kansas City, Kansas, and upon request.
- Propose a management agreement structure.
 - Provide proposal for payments:
 - Percentage or flat-fee breakdown of proposed payments to UGPRD.
 - Payment schedule.
 - Minimum guarantees or performance thresholds (if any).

g. Performance and Reporting

- Submit quarterly reports on attendance, revenue, expenses, program participation, and customer satisfaction.
- Participate in annual performance evaluations with the Unified Government of Wyandotte County/Kansas City, Kansas.
- Use customer feedback to inform service improvements.

h. Insurance

- Demonstrate capacity to meet the insurance requirements outlined in the RFP (e.g., general liability, workers' compensation, property insurance).

i. Financial Qualifications

- Include background information on the proposer's financial standing.
- Provide at least two years of audited financial statements or other supporting documentation to demonstrate financial stability.

Integration with Community Center Operations and Shared Space Use

The selected proposer will be expected to operate within a dynamic, multi-use community center environment and must demonstrate a clear plan for integration with the existing programs and operations managed by UGPRD.

Facility Specifications:***Fitness Management Service Vendor's Space:***

- Gym Space: 3,966 sq. Ft.
- Hallway: 832 sq. Ft.
- 2 Restrooms: 80 sq. Ft. (per Restroom)

Shared Space with UGPRD:

- Yoga Room: 1,540 sq. Ft.
- 2 Restrooms/Locker Rooms: 480 sq. Ft. (per Restroom/Locker Room)

Proposals should also address the following:

Shared Use of Fitness and Locker Room Areas: Proposers must acknowledge that certain facility areas, such as the fitness room, locker rooms, and common areas, may be shared with other users of the community center.

Exclusive use of these areas will not be guaranteed. Proposals should include a plan for coordinating usage, maintaining cleanliness and safety, and accommodating public access as determined by UGPRD scheduling priorities.

Coordination for Fitness Room Access: If the proposed operations include the use of a fitness room or multipurpose fitness area, the proposer must describe how they will collaborate with UGPRD to schedule programming around other community activities. Proposers should also outline any anticipated space needs or usage schedules, while recognizing that access may be shared and subject to availability.

Use of Other Community Center Spaces: Proposers should clearly understand that all other areas within the community center—such as gymnasiums, classrooms, meeting rooms, or event spaces—are not included as part of this RFP scope. Any use of these spaces must be requested and reserved separately through UGPRD's standard reservation procedures and will be subject to availability and applicable rental fees.

Facility Coordination and Communication: Proposers must demonstrate a willingness to work in close partnership with UGPRD staff to ensure smooth operations within the community center. This includes participating in regular coordination meetings, adhering to community center operational protocols, and respecting all scheduling and facility use policies set by UGPRD.

Signage and Shared Brand Presence: Proposers should outline how they intend to present their brand and service offerings within a shared public facility. Any proposed signage, marketing displays, or materials within shared spaces will be subject to UGPRD review and approval to ensure alignment with the center's identity and community focus.

Article VI. Proposal Format

PROPOSALS WILL NOT BE CONSIDERED UNLESS AN OFFICER AUTHORIZED TO BIND THE OFFERING COMPANY SIGNS THE SIGNATURE PAGE.

Offeror **must** submit a complete copy of its response in the following format One (1) original and One (1) copy along with a flash drive in .PDF format. Submittal materials must be received by the Unified Government prior to the closing date. Proposals are to be in either an enclosed envelope or a sealed box and labeled with the Proposal Number and name (see label below) If components of the response, such as spreadsheet, pictures, charts or diagrams require the functionality of a non-word processing application, they must be submitted in Microsoft Excel or Microsoft PowerPoint format.

Any respondent that does not comply with these policies may be disqualified from the procurement.

ALL PROPOSALS MUST BE RECEIVED AND TIME STAMPED IN THE OFFICE OF THE UNIFIED GOVERNMENT CLERK, MUNICIPAL OFFICE BUILDING, NO LATER THAN THE DATE AND TIME LISTED ON PG.6, SECTION 1.10, PROJECT TIMETABLE. LATE PROPOSALS WILL NOT BE CONSIDERED.

Proposal – RFP “R41695, Fitness Center Management Services for Joe E. Amayo Argentine Community Center”

One (1) Copy and One (1) original of your proposal and supplementary material should be submitted to:

**Office of the Unified Clerk, Municipal Office Building
701 North 7th Street, Suite 323
Kansas City, Kansas 66101-3064**

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN THE TIME LISTED IN THE RFP CALENDAR OF EVENTS. LATE PROPOSALS WILL NOT BE CONSIDERED.

*It is the Offeror's responsibility to ensure **proposals** are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse **late** submissions. Offerors shall be responsible for actual delivery of the proposal to the appropriate department identified in document.*

**Below is an example of the information required on your proposal package.
You may use this as a label if you wish.**

Unified Government of Wyandotte County/Kansas City, KS
Attn: Unified Government Clerk's Office
701 N. 7th Street, Room 323
Kansas City, Kansas 66101

REQUEST FOR PROPOSAL
ETHICS ADMINISTRATOR FOR THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS

RFP R41695
OPENING DATE/TIME:
OCTOBER 9, 2025 - 2:00 PM

Section VI.1 Proposal Format and Content

The Unified Government discourages overly lengthy and costly proposals, however, in order for the Unified Government to evaluate proposals fairly and completely, offerors should follow the format set out herein and provide the following information:

- An index noting each section of the submitted proposal.
- Submittal sections that are clearly tabbed for easy access and reference.
- The provided “Proposal Form”.
- A Letter of Interest and a writing sample of an advisory opinion.
- A Statement of Qualifications, including the abilities, qualifications, education, and experience of all person(s) who will be assigned to provide the required service.
- Six (6) references (3 professional and 3 personal), including contact person name and phone number
- Cost of Service

Section VI.2 Electronic Filing Requirements

If Offeror has not previously done so, you should register to do business with the Unified Government at: <https://purchasing.wycokck.org/eProcurement>. This is a requirement for participating in the Request for Proposals process. Please follow directions on the site and if you need assistance contact: Sharon Reed at 913.573.5440. We strongly recommend that you give yourself sufficient time and at least TWO (2) days before the response deadline to begin the uploading process and to finalize your submission.

A respondent may submit a complete copy of its response on the Unified Government’s e-procurement site at the link above.

Submission Requirements Evaluation, and Selection

Article VII. Submission Requirements

Proposers must submit a complete response that includes the following components. Incomplete proposals may not be considered.

1. Cover Letter

- a. Brief summary of the organization’s interest, experience, and understanding of the scope.
- b. Include a primary point of contact, phone number, and email.

2. Company Profile & Qualifications

- a. Legal business name, structure, and history.
- b. Relevant experience operating fitness facilities, particularly in public or community settings.
- c. Description of leadership team and management approach.

3. Proposed Scope of Services

- a. Detailed plan to meet or exceed each element of the Scope of Services outlined in the RFP.
- b. Programming schedule and service offerings.
- c. Staffing plan with credentials.

4. Financial Proposal

- a. Pricing structure for memberships, programs, and services.
- b. Proposed financial model.
- c. Budget forecast and operational sustainability plan.

5. Equipment & Facility Plan

- a. List of equipment to be provided (brands/types/quantities).
- b. Maintenance and replacement strategy.
- c. Facility layout or conceptual use of space (if applicable).

6. Community Access & Inclusion Plan

- a. Plan to ensure equitable access for all community members.
- b. Discounted or subsidized pricing models.
- c. Outreach strategies for underrepresented populations.

7. Insurance & Risk Management

- a. Proof of insurance or statement of insurability.
- b. Risk mitigation policies and emergency procedures.

8. References

- a. At least three references from current or recent contracts of similar size and scope.
- b. Include contact name, phone number, and project description.

Article VIII. Evaluation Criteria

Proposals will be evaluated based on the following weighted criteria:

1. Experience & Qualifications – 20 Points

Demonstrated success in operating community-based fitness centers; experience working with municipal or public entities.

2. Program & Operations Plan – 20 Points

Quality, variety, and inclusivity of proposed services and programs; understanding of shared-space operations.

3. Financial Proposal & Sustainability – 20 Points

Strength and clarity of the financial model; long-term viability; transparency in pricing.

4. Staffing & Customer Service Approach – 15 Points

Credentialed staff, coverage plan, customer service model, safety training, etc.

5. Community Engagement & Access – 15 Points

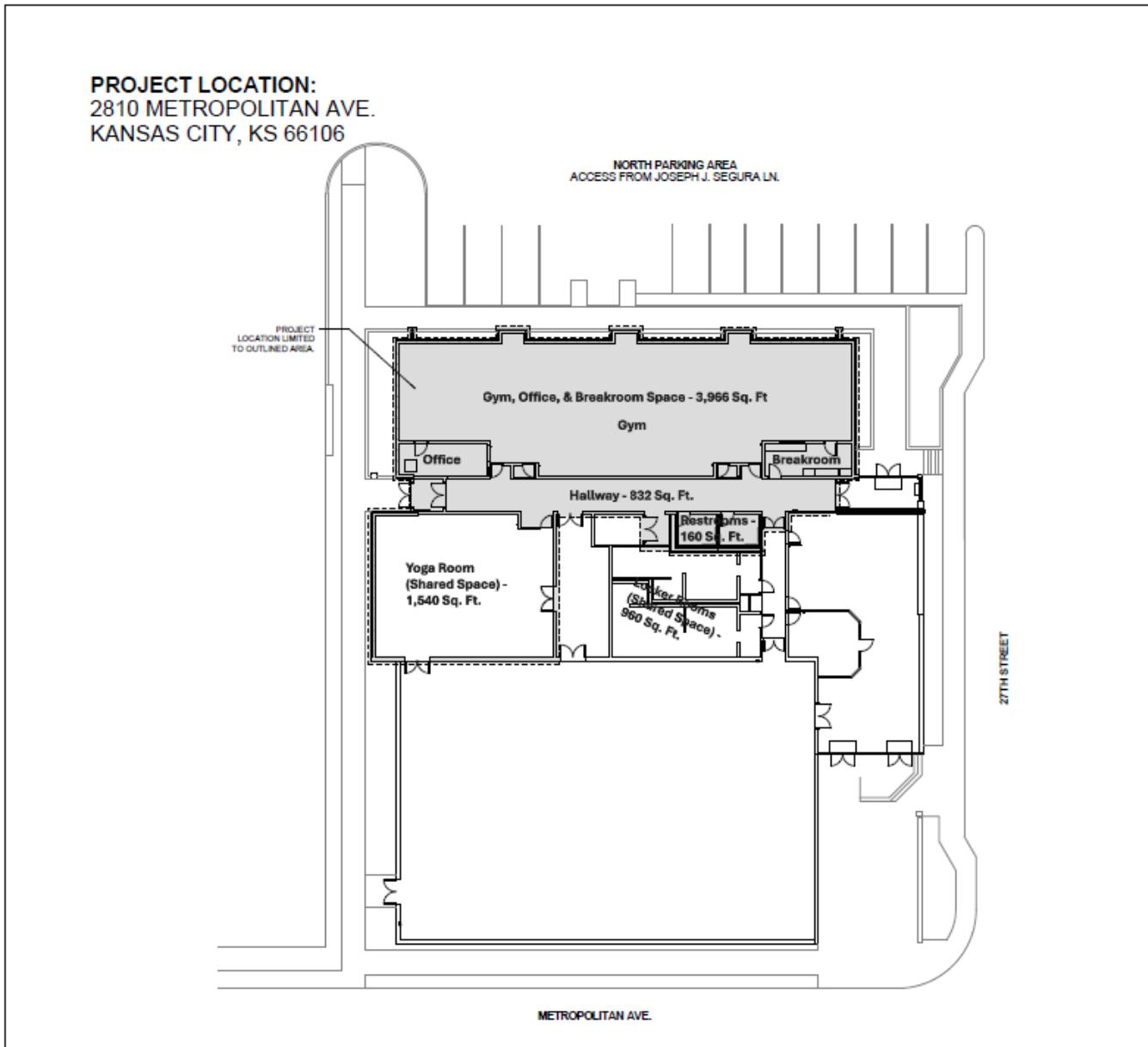
Ability to serve diverse populations; plan for affordability, inclusivity, and local collaboration.

6. References & Past Performance – 10 Points

Strength and relevance of references; quality of service delivery in past projects.

Appendix A – Project Location

The following is a facility map of the Community Center. Areas shaded in gray are solely for the use of the Fitness Management Service (i.e., Office, Gym, Breakroom, Hallway, & Restrooms). There are also areas that will be expected to be shared between the Fitness Management Service and UGPRD, including the Yoga Room and Locker Rooms located within the center of the facility.



Attachments

Appendix A – Project Location

Attachment A: Signature Page

Attachment B: Debarment Form

Attachment C: Intent to Self-Perform

Attachment D: No Response Form

Attachment: Exhibit A – Unified Government General Contractual Provisions

Attachment A - Signature Page**RFP R41695****“Fitness Center Management Services for Joe E. Amayo Argentine Community Center for the
Unified Government of Wyandotte County/Kansas City, Kansas”****AUTHORIZED SIGNATURE**

By submission of this response, the undersigned certifies that the respondent has the full authority to execute the services and to execute any resulting contract awarded as the result of, or since, the response;

- 1.0 it has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any Unified Government employee or official or to any current consultant to the Unified Government;
- 2.0 it has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- 3.0 it has not violated, is not violating and will not violate the prohibition against gratuities and kickbacks set forth in Chapter 12 of the Unified Government's Procurement Code; and,
- 4.0 the prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition.
- 5.0 it has the full authority of the Offeror to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

I hereby certify that the attached response has been prepared in compliance with the specifications.

Authorized Representative: _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Federal Tax ID Number: _____



Attachment B
DEPARTMENT OF PROCUREMENT & CONTRACT
COMPLIANCE

SUPPLIER CERTIFICATION REGARDING DEBARMENT AND/OR SUSPENSION

This certification needs to be completed by all Unified Government Suppliers who are fulfilling a single procurement in excess of \$50,001. Please complete, sign, and submit the form to the Unified Government Procurement Department (address at the bottom):

1. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - a. The Offeror and/or any of its Principals:
 - i. _____ Are _____ Are not
Presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - ii. _____ Have _____ Have not
Within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statuettes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - iii. _____ Are _____ Are not
Presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in section (1)(a)(ii) of this provision; and
 - iv. _____ Have _____ Have not
Within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
 2. "Principals," for the purpose of this certification, means officer; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution.

3. The Offeror shall provide immediate written notice to the Procurement Department if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
4. A certification that any of the items in this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Unified Government Procurement Department may render the Offeror non-responsive;
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings; and
6. The certification of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Unified Government Procurement Department may terminate the contract resulting from this solicitation for default.

Authorized Supplier Representative

Name (typed)

Signature

Title

Date

Company

Project

For Office Use Only: Bid _____

RFQ _____

P.O. # _____

Attachment C
Intent to Self -Perform

Affidavit of

(Name of Offeror)

I hereby certify that it is our intent to perform 100% of the work required for the

contract.

(Name of Project)

In making this certification, the Offeror states that the Offeror does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and the Offeror agrees to provide any additional information or documentation requested by the Unified Government in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Offeror to the commitments herein contained.

Sign_____

Date_____

NO RESPONSE FORM – Attachment D

If you choose not to submit a response, please complete and return only this form, on or before the due date. Thank you for taking this opportunity to help us update and improve our solicitation process.

Buyer: Kelly Regan Telephone: (913) 573-5447 Return by Fax: (913) 573-5444

Due Date: 10/9/2025

Number: R41695

Description: Fitness Center Management Services for Joe E. Amayo Argentine Community Center for the Unified Government of Wyandotte County/Kansas City, Kansas

Please check the appropriate response(s). We respectfully submit “No Response” for the following reason(s):

- 1. We cannot provide a service to meet the required specifications.
- 2. The closing date does not allow adequate time to prepare a response.
- 3. We have chosen not to do business with the Unified Government of Wyandotte County/Kansas City, Kansas.
- 4. Other (comment below or provide your response on your business/firm letterhead).

Business/Firm Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____ Telephone No.: _____