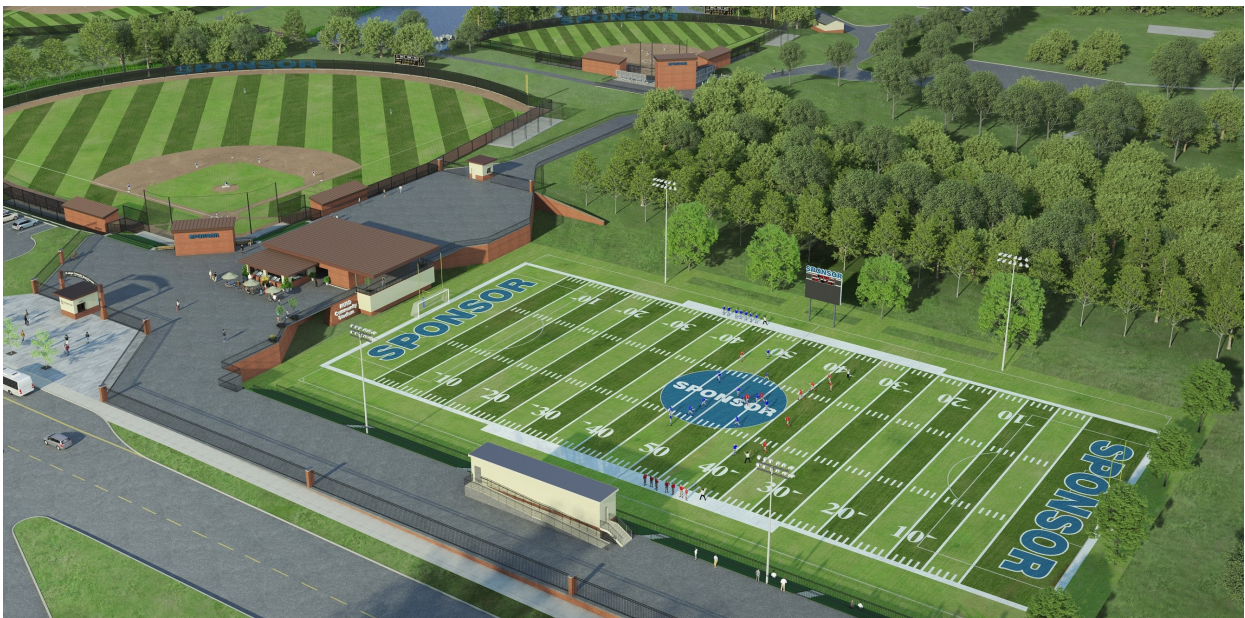




Request for Proposal



Capital Campaign Fundraising Consultant for The S.C. Johnson Community Sports Complex at Pritchard Park

Project Number: RC19-1000

Issue Date: April 17, 2019

Return Date: May 1, 2019

RACINE COUNTY, WISCONSIN

REQUEST FOR PROPOSAL

CAPITAL CAMPAIGN FUNDRAISING CONSULTANT FOR THE S.C. JOHNSON COMMUNITY SPORTS COMPLEX PRITCHARD PARK

Introduction

Racine County is seeking a fundraising consultant to plan and manage an approximately 14-month capital campaign program to raise \$5 million to help fund Phase Three¹ of the community sports complex and athletic field development at The SC Johnson Community Sports Complex at Pritchard Park. The Phase Three development will include a synthetic turf baseball field, synthetic turf softball field and expansion and completion of the entry plaza and team drop-off/pick-up area. Qualified firms are invited to submit proposals to Racine County for a Capital Campaign Fundraising Consultant for The SC Johnson Community Sports Complex at Pritchard Park.

Location of Project

Pritchard Park is located at 2800 Ohio Street in the City of Racine. It is bordered by Ohio Street to the East and Durand Avenue (State Highway 11) to the South. Regency Mall is located just west of Pritchard Park. Pritchard Park consists of 79 acres with a pavilion, fishing pond, baseball diamonds, soccer fields, playground equipment, a jogging trail, a hardwoods lot and a veteran's memorial.

Background

Racine County is in the midst of truly unprecedented times. With Foxconn Technology Group starting to build one of the largest manufacturing campuses in the world in Mount Pleasant, Racine County is entering a new chapter of its history bursting with hope, optimism and opportunity. Amid all this excitement, the County remains focused on providing the best services and amenities possible to residents and businesses within the community.

Pritchard Park will be one such amenity. Thanks to S.C. Johnson's generous \$6.5 million contribution, a community aquatic center opened in May 2018 and made the 79-acre park a destination for children and families. Racine County is now working to complete the Pritchard Park vision: by building a sports complex to meet the recreational needs of youth, families and community members and drive economic growth, development and tourism. The state-of-the-art sports facility will attract community members from east and west of Interstate 94 as well as visitors from surrounding communities.

The complex will be a venue for youth sports including football, soccer, baseball, softball, and other events. Additionally, the complex may eventually feature an inclusive destination playground designed to meet the recreational and developmental needs of youth of all abilities. The County is also planning environmental enhancements and a walking trail through natural woods that promise to draw visitors to the park.

¹ *Phase One* included a donation of \$6.5 million by The S.C. Johnson Foundation for the development of the S.C. Johnson Community Aquatic Center that opened in May 2018. *Phase Two* includes a financial commitment between Racine County and Racine Unified School District totaling \$4 million to construct a state-of-the-art multi-purpose stadium and concessions/restrooms/team room facility and common area entrance plaza.

The youth sports facility at Pritchard Park will:

- Be a modern, state-of-the-art, outdoor facility that is developed with youth, families and the community in mind.
- Fill a void in the community by providing a multi-purpose facility that can be used for a variety of sports. It is anticipated that it will draw more than 100,000 people annually.
- Attract businesses and tourists to the Regency Mall area and provide local employers with a multitude of recreation opportunities for their workers' children and grandchildren.

The anticipated budget for the additions to the Pritchard Park youth sports facility is \$8 million to \$10 million. The project will be developed in phases with a projected completion date of 2019-2020. To date, \$2.5 million has been secured in the Racine County budget. An additional \$3 million has been committed through a partnership with the Racine Unified School District. The County aims to raise an additional \$5 million dollars in philanthropic contributions. Any additional funds needed are expected from grants and other public institutions.

Scope of Work

- Implement recommendations from the Campaign Planning Process Report² as determined by County designee.
- Offer creative ideas and thoughtful strategies to position Racine County for the campaign, attract community leaders, and secure the campaign's goals.
- Direct the campaign and see to its most favorable outcome.
- Monitor all appropriate aspects of the Capital Campaign Program for the maximum benefit to Racine County and the Pritchard Park project.
- Develop an organizational plan and structure that will guide Racine County to a successful completion of this exciting fundraising initiative.
- Oversee and assist in the implementation of the plan for conducting the campaign and make refinements from time to time to meet emerging circumstances and opportunities.
- Prepare a detailed timeline and activities schedule.
- Assist in recruiting campaign leadership and organizing the Campaign Committee and Steering Committee.
- Provide all necessary staff and volunteer training, including creating fundraising training materials.
- Provide guidance and support to solicitation teams and assist with all follow-up activity.
- Develop a description of Roles and Responsibilities for Racine County staff and volunteers.
- Assist in the process of creating and maintaining a list of Potential Leadership/Major Gift Donors.
- Work with Racine County staff and campaign volunteers to develop Approach Strategies relating to major donor prospects.

² A Campaign Planning Process and Findings Report was prepared and delivered to the County by Baker Street Consulting Group and will serve as the guideline for this campaign. The report will be available upon request to Duane McKinney, Purchasing Coordinator.

- Work with campaign volunteers and Racine County staff to create proposals for all lead gift and major gift presentations.
- Organize Solicitation Teams to secure gift/pledge commitments.
- Participate in select fundraising presentations with donors and related organizations important to the SC Johnson Community Sports Complex: Pritchard Park Project.
- Identify and create unique and dignified Naming Opportunities for the project.
- Assist in the creation and overall implementation of an appealing Donor Recognition Program.
- Coordinate the development of all campaign materials, i.e. Case Statement, campaign brochures, letterhead, etc.
- Continue the prospect research process on local, regional, and national foundations that was begun in the planning process.
- Assist in creating and submitting proposals to select foundations and corporate grant-makers.
- Create presentation materials and write letters/proposals in support of fundraising calls and presentations as needed.
- Prepare and edit campaign correspondence and reports as appropriate.
- Assist Racine County in preparing the campaign office and provide recommendations for campaign administration.
- Create a Campaign Administration Guidebook and a Campaigner's Guide to Philanthropy.
- Assist Racine County in preparing its database and records for appropriate campaign and post-campaign purposes.
- Assist in planning and preparing materials and agendas related to campaign meetings.
- Attend all appropriate committee and planning meetings.
- Attend all campaign functions.
- Assist in making presentations and securing gifts necessary to reach the campaign dollar goal.
- Provide timely activity/progress reports to the Chief of Staff and campaign leadership.

Tentative Schedule

- April 17, 2019 – RFP Released
- May 1, 2019 – Proposals due
- Week of May 13, 2019 – Interviews/Selection
- June 3, 2019 Selected consultant to present before County Board committee
- June 25, 2019 Final County Board approval

General Requirements

- A. Racine County shall not be responsible for any costs associated with preparation of this statement, proposal, or bid in response to the RFP. All Statements of Qualifications and Proposals shall be retained by Racine County, and therefore, will not be returned to the bidders.
- B. It is the bidder's responsibility to comply with all instructions, terms, and conditions in order to assure consideration of its proposal.
- C. Any Statements of Qualifications and Proposals received at the office designated in the solicitation after the exact time specified for receipt will not be considered. Statements of Qualifications and Proposals must be submitted at the same time and may be withdrawn at any time prior to the opening.
- D. This RFP may be amended by the County in response to a need for further clarification, specification and/or requirements, and/or requirement changes including new opening dates. Copies of the amendment will be disseminated to those firms registered on RFP holder's list and shall be signed by the vendor and returned as specified in the amendment. Any vendor request for RFP clarification or changes must be submitted to Duane McKinney **in writing NOT LESS than three (3) business days prior** to the proposed opening date.
- E. The Statement of Qualifications submitted shall represent the best efforts of the bidders and will be evaluated as such. Proposals must set forth full, accurate, and complete information. Information beyond that which presents a complete and effective response to this solicitation are not desired.
- F. The contents of the proposal of the selected firm will become contractual obligations when a contract is issued, except regarding contents which are rejected by Racine County, but including the attached "*Exhibit A*" that follows.
- G. Racine County expects work on the Project to commence as soon as practical after the Agreement is finalized (which will follow County Board authorization).
- H. **Racine County reserves the right to reject any or all proposals and to make any award that it considers to be in the best interest of the County.**

Statement of Qualifications and Proposal Content

All submitted responses to this RFP by prospective bidders shall contain clearly identified Statement of Qualifications section and a Proposal Section as described below:

The Statement of Qualifications shall contain detailed descriptions and references pertaining to the following:

- A. Name and business address of the bidder and whether the bidder is a corporation, joint venture, partnership (including type of partnership), or individual. If the bidder is a partnership or joint venture, names of general partners or joint ventures;

- B. Name, title, telephone number, and address of the person authorized to be the contact person on behalf of the bidder;
- C. Complete descriptions of three (3) recent projects by the bidding firm, which are similar in to the proposed project. Descriptions of the projects should be given in detail including contact persons (name, address and phone number). Bidder should also include a listing of **all** Capital Campaign projects or those similar in nature to the proposed project.
- D. County perceives that staffing will be critical to the success of this work. In their proposals, bidders shall submit the name(s), qualifications, and three (3) recent similar experiences of the key personnel to be assigned to this work, including lead manager. By proposing specific individuals, bidder agrees to make available for the duration of the project, the personnel presented in the response unless County agrees to a change in personnel.

Proposal Evaluation

Racine County reserves the right to reject any and all proposals and to choose a proposal that is in the best interest of the County. County shall not base its decision solely on cost but shall consider experience of the bidder in Capital Campaign projects or those similar in nature to the proposed project by the County, availability, and other relevant information in making the selection.

Based on the Racine County evaluation process of delivered proposals, a maximum of three (3) bidders may be selected to present proposals, including fees, and to participate in interviews with County officials. Based on the reviews of qualifications and proposals, and potential interviews, a Capital Campaign Fundraising Consultant will be selected, and contract negotiation will commence.

Statements of Qualification and Proposals will be evaluated and ranked on the following criteria: Firm’s experience in similar, fast-paced projects; project understanding and approach to project; key project personnel experiences in similar projects; availability for services and proposed project schedule; overall responsiveness and compliance to proposal requirements.

The County will notify the successful bidder as soon as practical of the selection. It is expected that contract negotiations will begin immediately. If contract negotiations cannot be successfully completed within two weeks, the County reserves the right to break off and begin contract negotiations with another bidder.

Submittal Timeframe and Information

- A. Statement of Qualifications and Proposals must be submitted in a sealed envelope plainly marked in the center of the envelope as follows:

“STATEMENT OF QUALIFICATIONS AND PROPOSALS FOR *Capital Campaign Fundraising Consultant for The SC Johnson Community Sports Complex at Pritchard Park*”

- B. **One (1) flash drive AND Eight (8) written bound copies of bidder’s Statement of Qualifications and Proposal shall be included. No electronically mailed or FAXed proposals will be considered.**

- C. **The deadline for submission of the Statement of Qualification and Proposal is 2:00 p.m. CST, on Wednesday, May 1, 2019.**
- D. Statement of Qualifications and Proposals will be received at:
- Duane McKinney
Purchasing Coordinator, County of Racine
730 Wisconsin Avenue, 4th Floor
Racine, WI 53403
Phone: (262) 636-3700
Email: duane.mckinney@racinecounty.com
- E. All Statements of Qualification and Proposals received by scheduled time shall be opened publicly, however, only the names of the firms proposing will be read publicly at the date and time indicated above. No selection will be made at the time of opening.

Exhibit 'A'

STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES CONTRACT

These terms and conditions shall be incorporated into and made a part of all Professional Services contracts entered between Racine County (hereinafter "the County") and the consultant/contractor/provider (hereinafter "COMPANY NAME"), references to both the County and COMPANY NAME are hereinafter "the parties." These terms and conditions shall take precedence and supersede any other terms and conditions which are not consistent with these terms and conditions.

1. **PERFORMANCE:** COMPANY NAME shall perform all services under this contract in a manner reflecting the standards within the industry.
2. **INTELLECTUAL PROPERTY:** Any documents or work product produced pursuant to this contract shall become the property of the County and shall be under the control of the County. COMPANY NAME shall be allowed to retain copies of said documents and work product.
3. **OWNERSHIP RIGHTS:** Any of the County's documents which are provided to COMPANY NAME to assist COMPANY NAME in the performance of his or her work shall be returned to the County upon demand of the County or at the conclusion of the project, whichever comes first.
4. **ASSIGNMENT:** COMPANY NAME shall not assign, sublet, subcontract or transfer any of the services or interest under the contract without the prior written consent of the County.
5. **EQUAL OPPORTUNITY:** In connection with the performance of services under this contract, COMPANY NAME agrees not to discriminate against any employee, applicant for employment or person receiving services from COMPANY NAME, pursuant to this contract because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, natural origin as those terms are described in state and federal law.

6. **STATUTORY COMPLIANCE:** COMPANY NAME shall comply with all federal, state, local laws and regulations and requirements.
7. **INDEMNIFICATION:** Within the limits of insurance, COMPANY NAME shall indemnify, hold harmless, the County and its officers, agents and employees from any and all claims, damages to person or property, lawsuits or liability (including but not limited to reasonable fees and charges of COMPANY Name's, architects, attorneys, and other professionals, and reasonable court costs) resulting from the negligent acts, errors or omissions of COMPANY NAME or any of COMPANY NAME's agents or employees in the performance of services under this contract.

To the fullest extent permitted by law, the County shall indemnify and hold harmless COMPANY NAME and its officers, agents and employees from any and all claims, damages to person or property, lawsuits or liability (including but not limited to reasonable fees and charges of COMPANY Name's, architects, attorneys, and other professionals, and reasonable court costs) resulting from the negligent acts, errors or omissions of Racine County or any of the County's agents, or employees in the performance of services under this contract.

8. **CHOICE OF LAWS:** The laws of the State of Wisconsin shall govern this contract, the construction, interpretation and determination of the rights and duties of the parties under this contract.
9. **INDEPENDENT CONTRACTOR:** COMPANY NAME shall be considered an independent contractor and not an employee of the County. The County agrees that COMPANY NAME shall have sole control of the method, hours, work and time and manner of performance of this contract unless specifically stated. The County takes no responsibility for the selection, dismissal, supervision, direction or performance of COMPANY NAME's employees. Nothing contained in this contract shall create a contractual relationship with or cause of action in favor of a third party against either the County or COMPANY NAME. COMPANY NAME's services under this contract are being performed solely for the County's benefit, and no other entity shall have any claim against COMPANY NAME because of this contract or the performance or nonperformance of services provided hereunder.
10. **TERMINATION:** Either party may at any time, upon seven (7) days prior written notice to the other party, terminate this contract. The County shall pay for any and all work performed up to the termination date. The County shall not pay any termination expenses or costs if the contract is terminated regardless of the reason for termination.
11. **INSURANCE:** COMPANY NAME will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to the County upon request.
12. **ACCESS:** The County shall arrange for safe access to and make all provisions for COMPANY NAME and COMPANY NAME's agents and employees to enter upon public and private property as required for COMPANY NAME to perform services under this contract.
13. **SCHEDULE:** COMPANY NAME will meet their indicated milestone benchmark dates provided and incorporated into the contract. If unable to perform, COMPANY NAME will notify County representative, in writing, a minimum of ten (10) calendar days prior to the relevant benchmark date

explaining, in detail, reasons for non-compliance. Racine County will review provided documentation and determine solution.

14. **COMPLETENESS OF DOCUMENTS:** COMPANY NAME will be solely responsible for understanding County's intent and the accuracy, clarity, and quality of all documentation. Racine County will not be expected to appraise, or be held responsible for, completeness or detailed review of design plans and specifications to detect errors or deficiencies in verbiage, intent, or actual design.

Racine County expressly rejects any of the following terms and conditions in its contracts for professional services:

1. **ARBITRATION:** There shall be no binding arbitration provisions in any contract between the County and COMPANY NAME.
2. **LIMIT OF LIABILITY:** COMPANY NAME's liability shall be within limits of insurance as part of the contract between the County and COMPANY NAME.
3. **ATTORNEY'S COSTS/FEES:** There shall be no provisions mandating the payment of the either of other party's attorney's fees which are the result of litigation arising out of contract disputes.

ENTIRE AGREEMENT: THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN COMPANY NAME AND THE COUNTY. ANY AMENDMENTS TO THIS AGREEMENT SHALL BE IN WRITING AND EXECUTED BY BOTH PARTIES.

ATTACHMENT: EXIBIT B: MASTER PLAN DESIGN

END OF DOCUMENT

INITIALS: _____
