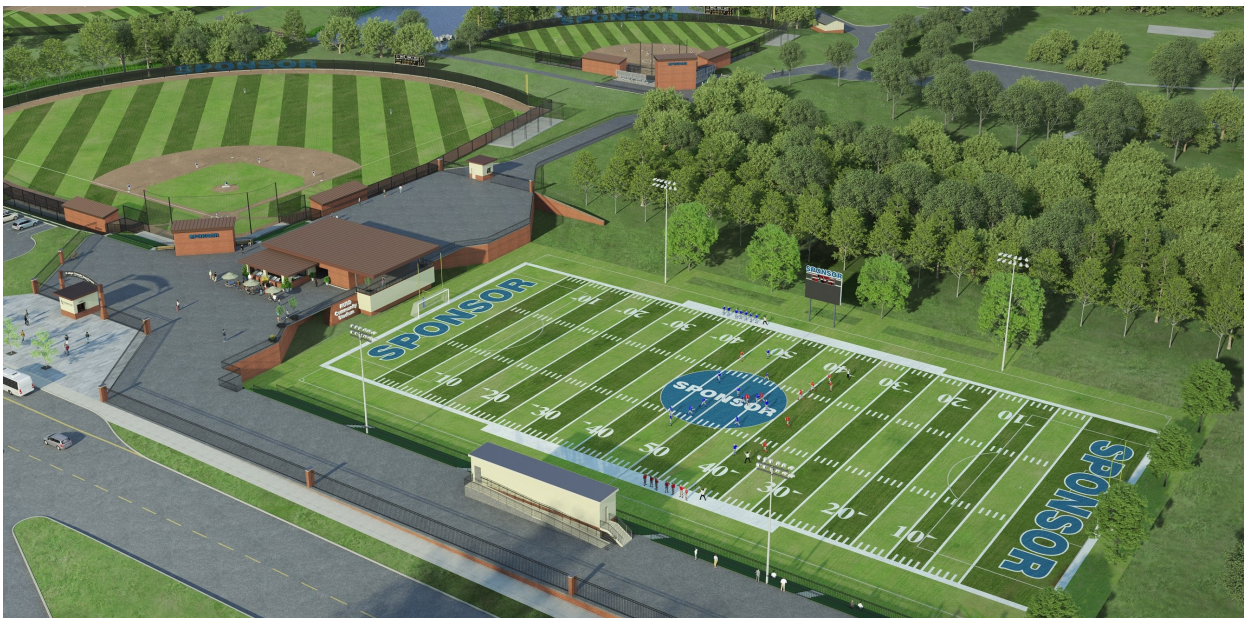




Request for Proposal



Facility/Sports Management for The S.C. Johnson Community Sports Complex at Pritchard Park

Project Number: RC19-1001

Issue Date: October 11, 2019

Return Date: November 8, 2019

RACINE COUNTY, WISCONSIN

REQUEST FOR PROPOSAL

FACILITY/SPORTS MANAGEMENT FOR THE S.C. JOHNSON COMMUNITY SPORTS COMPLEX AT PRITCHARD PARK

Introduction

Racine County is seeking a management company to manage all aspects of the community sports complex and athletic field at The SC Johnson Community Sports Complex at Pritchard Park. Qualified firms are invited to submit proposals to Racine County for the Facility/Sports Management 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 building the first LCD fabrication plant in the country 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.

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 the multi-purpose, synthetic turf stadium for football, soccer, lacrosse, and a variety of community events and activities in Summer 2020. This phase of construction will include an innovative 1,500-2,000 person capacity top-loading bleacher system, raised plaza, ticket stands and concessions, a press box, scoreboard, and lighting. The facility is being funded by Racine County in partnership with the Racine Unified School District and with the additional assistance of a \$250,000 grant from the Green Bay Packers through the National Football League Foundation Grassroots Program. The County aims to raise an additional \$5 million dollars so construction of the turf baseball and softball fields can begin in the fall of 2020.

Scope of Work

- Partner with design and construction team on aspects of the facilities.
- Offer creative ideas and thoughtful strategies to position the S.C. Johnson Community Sports Complex at Pritchard Park as a location of choice.
- Work closely with Racine Unified School District and other community, youth sports organizations and other applicable groups for scheduling.
- Provide complete coverage for on-site events including but not limited to security, preparation and maintenance of all amenities, grounds, and facilities, ticket sales, concessions and janitorial/grounds before, during and after events.
- Expertise in scheduling of events. Software and knowledge to keep scheduling accurate.
- Provide marketing plan to keep events regularly and fully scheduled to ensure maximum use of the site and facilities.
- Racine County is planning a Phase Three, which would include but not limited to: synthetic turf baseball and softball diamonds and expansion and completion of the entry plaza and team drop-off/pick-up area. Provide information on how this service would be added to the current services.
- Additional areas with the S.C Johnson Community Sports Complex at Pritchard Park that may require management services:
 - Veteran's Memorial
 - Pavilions
 - Aquatic Center
 - Existing Baseball Diamonds
- Provide all necessary staff and volunteer training, including materials.
- The ideal proposal would demonstrate evidential history of cooperation with community and local sporting organizations.
- Racine County will select an organization with the experience, commitment, vision, financial ability, and technical competence necessary to operate and manage the SC Johnson Community Sports Complex at Pritchard Park.

- Provide 3 different pricing scenarios:
 - Pricing for Maintenance, Operations (event scheduling and oversight), Janitorial and miscellaneous tasks.
 - Pricing for Maintenance only.
 - Pricing for Operations (event scheduling and oversight) only.

Tentative Schedule

- October 11, 2019 – RFP Released
- November 8, 2019 – Proposals due
- Week of November 18, 2019 – Interviews (if necessary)/Selection
- Finalization of contract and county board authorization in December 2019

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. Project Experience: Provide a description of the organization’s experience in maintaining and operating sports related complexes.
- H. Program experience: Provide a description of the sports related programs the organization currently provides for the public, including number of participants, description of participants (i.e., age, skill level, recreational, etc.) and the objectives of those programs.
- I. Project Budget: Must include maintenance and equipment costs related to the complex, revenues from any sources from the complex, expenditures for various operating costs.
- J. Programming Commitment: Describe the operation of the complex including proposed hours of operation and services provided for private use and the public at large. Include any scholarships, sponsorships, discounts, etc. envisioned for residents.
- K. Racine County expects work on the Project to commence as soon as practical after the Agreement is finalized (which will follow County Board authorization).
- L. **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** Facility/Sports Complex Management 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 sports, recreation and or entertainment facilities management 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 Facility/Sports Complex Management 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 *Facility/Sports Complex Management 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 Friday, November 8, 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 minimum 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. **CONTRACT TERM:** The agreement shall commence on January 1, 2020 and shall run until December 31, 2020 with the option for four (4) additional one-year renewals. This contract shall automatically be extended into the next optional period unless Racine County is notified to the contrary in writing by the vendor, or notifies the vendor in writing to the contrary, ninety (90) calendar days prior to expiration of the initial term and/or succeeding contract terms.
2. **CONTRACT TERMINATION:** This agreement may be canceled without penalty or obligation of any kind, except as may otherwise be specifically set forth as an exception to this clause, by Racine County by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay for the obligations under this agreement for the next budget year.

For the protection of both parties, this contract may be canceled by either party giving sixty (60) days prior notice in writing to the other party.

3. **PERFORMANCE:** COMPANY NAME shall perform all services under this contract in a manner reflecting the standards within the industry.
4. **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.
5. **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.
6. **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.
7. **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.

8. **STATUTORY COMPLIANCE:** COMPANY NAME shall comply with all federal, state, local laws and regulations and requirements.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
16. **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.

16 INSURANCE REQUIREMENTS: Each vendor shall obtain insurance at the following minimum limits:

- General Liability
 - \$1,000,000 each occurrence
 - \$1,000,000 personal and advertising injury
 - \$1,000,000 general aggregate
 - \$1,000,000 products and completed operations
- Auto Liability Insurance
 - \$1,000,000 Combined Single Limit
- Umbrella Liability Insurance on a following form basis
 - \$4,000,000 each occurrence
 - \$4,000,000 aggregate
 - Any combination of underlying coverage and umbrella equaling \$5,000,000 shall be acceptable
- Workers Compensation Statutory Limits plus:
 - \$100,000 E.L. Each Accident
 - \$100,000 E.L. Disease Each Employee
 - \$500,000 E.L. Disease Policy Limit

The following applies to all policies:

- County is listed as an additional insured on the general liability, automobile and umbrella policies. A waiver of subrogation in favor of the county applies to the general liability, automobile, umbrella and workers compensation policies. All insurance must be placed with an insurance company with a minimum AM Best Rating of A- VIII
- There shall be no exclusion for abuse or molestation on the general liability and umbrella policies

Vendors shall supply the county with a certificate of insurance showing proof of insurance coverage that meets all requirements.

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: EXHIBIT B: MASTER PLAN DESIGN

END OF DOCUMENT

INITIALS: _____
