

# Request for Qualifications



## Revitalization of the County-Owned Reefpoint Marina

**Responses Due:  
Tuesday, January 29, 2020  
2:00 p.m. CST**

**Racine County Public Works & Development Services Department  
14200 Washington Avenue  
Sturtevant, Wisconsin 53177-1253  
Phone: (262) 886-8440  
Fax: (262) 886-8480**

# REQUEST FOR QUALIFICATIONS

## REVITALIZATION OF THE COUNTY-OWNED REEFPOINT MARINA

### 1. Introduction

Reefpoint Marina is owned by Racine County and is conveniently located between Milwaukee and Chicago at: 2 Christopher Columbus Causeway in the City of Racine, Wisconsin. Reefpoint Marina has gained a reputation for its first class facilities and resort-like amenities.

The term "premises" refers to the real property above described and to any and all structures and improvements located thereon, including all structures and improvements in or on the water, subject to those exceptions stated herein.

Reefpoint Marina was constructed 33 years ago and there are currently 921 slips.

### 2. Invitation

The County hereby solicits (1) qualifications; and (2) project development concepts for the revitalization of Reefpoint Marina which may be through a public-private partnership, management, lease, or other agreement. Specifically, the County seeks the following:

- Qualifications:
  - Development/management team;
  - Experience;
  - Demonstrated financial capabilities; and
  - Similar projects.
- Project Development Concept
  - Renovation of the Reefpoint Marina and related facilities – including, but not limited to, the physical marina decking and slip configuration – to retain/enhance public access for recreational use;
  - Redesign of facilities, if applicable;
  - Operational plan;
  - Funding sources for new or renovated facilities;
  - Generation of sufficient revenue to exceed anticipated financing and operational costs; and
  - Integration with downtown Racine and strategic benefit to Racine County as a whole;

The County seeks submissions that document and support the qualifications to successfully implement their conceptual response. The County may enter into contract negotiations with the successful respondent, at which time additional details, pro forma financial projections, and/or detailed designs may be required.

Respondents shall submit a written Response which documents the respondent’s qualifications and ability to meet the specific needs of the County. The submission should be prepared in a clear and concise manner and should provide all the information considered pertinent.

The emphasis of the Response should be placed on accurate responses to the needs of the County as outlined in this RFQ.

Failure to comply with the requirements or to provide the requested information may result in rejection of the responses.

### 3. **Objectives**

The County has developed the following three (3) key objectives to be met by Respondents to this RFQ:

**1) Renovate and restore the Reefpoint Marina in a manner that allows for it to offer the best in convenience, customer care, and value and that is independent of subsidies/capital funds from the County.**

The County is interested in responses that can best maintain and enhance the look and feel of this important waterfront site, including the aesthetics of the surrounding residential neighborhoods. Keeping the Reefpoint Marina competitive and facility rates reasonable – while keeping the facility adequately maintained without subsidy from the County – is a key goal.

**2) Place Reefpoint Marina in a superior competitive/long-term position through development of new or renovated docks, berths, slips, and associated facilities serving both the Reefpoint Marina and the local community.**

Conceptual development responses should outline a strategy for funding and proceeding with the construction of new or renovated docks, berths, slips, and associated facilities – *with minimal disruption to existing occupants/boaters* – that would serve maritime uses and provide venues for community gatherings and events that would activate the waterfront area and potentially generate additional and/or enhanced revenue streams.

**3) Preserve or improve the existing aesthetics, quality, property values, environment and views of the surrounding community.**

Any response submitted must preserve and/or enhance the existing environment of the local community and neighboring residential areas.

### 4. **RFQ Schedule**

Responses Due .....January 29, 2020 (2:00 pm CST)  
Response Review by ..... February 6, 2020  
County Board Authorization of Contract .....March 24, 2020, or as soon as practicable

In its sole discretion, Racine County may hold interviews, ask written questions, seek written clarifications, and/or conduct discussions to aid in the final selection.

## **5. Contents of Response**

A submission must include, but is not limited to, the following:

### **A. Team Experience and Financial Capabilities**

- Evidence that Respondent has the experience, background, and financial capacity to support and make the project successful.
- 1) The Respondent shall provide a clear narrative statement, which indicates the Respondent's past performance and familiarity with the work to be conducted, which shall include comments on the ability of the firm and key personnel to meet the County's and the public's expectations in the following respects:
    - Service to the public and ability to establish and maintain an excellent clientele relationship with boaters;
    - Competence and ability of staff at all times to deal effectively and courteously with the general public in a recreational setting;
    - Knowledge and understanding of, and ability to implement and use, the principles, standards and practices of marina operation and management in the operation of the marina facilities.
  - 2) Any firm submitting a Response is required to have key personnel with a minimum of ten (10) years of experience in marina operation and management.

Racine County believes that the person assigned to manage this facility under this contract in the key position of Marina Manager is essential to the successful operation of the leased facilities. Racine County further believes that stability and continuity in this key position is crucial. As a condition of any contract, the assignment and use of key personnel, as well as continuity and succession planning, as identified in this Response will be required throughout the life of any agreement.

Provide a statement indicating technical and professional qualifications of the key personnel who will be assigned to the contract. Resumes for key personnel who will be assigned under any contract shall be included in the Response as appendices.

- 3) Provide a minimum of three references for which the Respondent has provided similar services as described in the Response.

- 4) Financial statement showing the Respondent's total assets, total liabilities, net worth, available line of credit, access to capital and financial wherewithal to undertake the proposed redevelopment, to acquire and maintain necessary equipment and furnishings and to operate Reefpoint Marina as called for under this RFQ.

B. Project Development Concept

- Conceptual site plan of all proposed renovations, redesign of the Reefpoint Marina, and/or development.
- Describe any significant changes or renovation to docks, berths, slips or facilities required to increase usage and enhance the functionality and appearance of the Reefpoint Marina.
- Describe the significant terms of any transaction.
- Describe sources and uses of funds.
- 10-year financial projections for the operations of the Reefpoint Marina and related facilities, including any financial participation expected from the County.
- Describe the significant terms of any operating agreement with the County.
- Describe the anticipated economic impact to the City of Racine and Racine County, including any new employment and increased tax base.
- Describe any branding and/or marketing strategy.
- Describe the proposed structure for berth, rental, usage or amenities fees, etc.
- Outline a proposed plan for public outreach to engage Racine County residents.
- Describe the partnership for keeping the Reefpoint Marina for public use and the management structure proposed for running the facilities.

6. **Instructions, Terms and Conditions for Submittal**

- A. The sole point of contact for questions during this RFQ process will be:

Duane McKinney  
Purchasing Coordinator, County of Racine  
730 Wisconsin Avenue, 4<sup>th</sup> Floor  
Racine, WI 53403  
Phone: (262) 636-3700  
Email: [duane.mckinney@racinecounty.com](mailto:duane.mckinney@racinecounty.com)

- B. Deadline for submission of the Response is 2:00 P.M. CST, January 29, 2020. Immediately thereafter, all Responses will be publicly opened and bid prices will be read aloud. No selection will be made at time of opening. Any Responses received after the above time and date will not be accepted and will be returned unopened.

- C. Respondents shall submit a sealed Response, endorsed with the name of the Respondent, and eight (8) copies of the Response, to:

Duane McKinney  
Purchasing Coordinator, County of Racine  
730 Wisconsin Avenue, 4<sup>th</sup> Floor  
Racine, WI 53403  
Phone: (262) 636-3700  
Email: duane.mckinney@racinecounty.com

- D. The envelope containing the Response and copies shall be plainly marked in the center as follows:

**“REVITALIZATION OF THE COUNTY-OWNED REEFPOINT MARINA  
”**

Responses received in envelopes not clearly marked as specified may be rejected.

- E. All Responses, reports, drawings and other work generated by the Respondent pursuant to the work described in this RFQ shall become the property of Racine County.
- F. It is the Respondent’s responsibility to comply with all instructions, terms and conditions in order to assure consideration of its Response.
- G. The Response must be signed by a person or persons authorized to legally bind the firm, or it will not be considered. The person signing the offer must initial erasures or other changes.
- H. Racine County does not agree to arbitration clauses in its contracts nor does it accept contractual limits to Respondent liability.
- I. Responses may be withdrawn at any time prior to the opening.
- J. By submitting a Response, the Respondent guarantees that it will keep its initial offer open for at least 60 days.
- K. Racine County reserves the right to revise or amend this RFQ in response to a need for further clarification, specification and/or requirement changes including new opening date prior to the due date. Such revisions and amendments, if any, will be announced by an addendum or addenda to the RFQ. Copies of any such addenda will be furnished to all registered RFQ holders. Respondents are required to acknowledge receipt of all addenda by listing such addenda on the Response Form. Failure to acknowledge an amendment may result in rejection of the Response.

**7. Cost Incurred in Responding to this RFQ**

The County shall not be liable for any costs incurred by the Respondent in the Response preparation, printing, or negotiation process. All such costs shall be borne by the Respondent.

**8. Right of the County to Select or Reject Responses**

This RFQ shall not impose or create any contractual or other liability on the part of the County.

The County reserves the right to select or reject any or all responses based on its sole discretion, or to waive any defects or irregularities in any response or in the response process, or to solicit new responses on the same project or on a modified project which may include portions of the original proposed project as in the best interest of the County. The County may, in its discretion, elect to waive any requirement(s), either for all responses or for a specific response which the County, in its sole discretion, deems non-material.

The County may reject or disqualify a Response under any of the following circumstances:

- The Respondent misstates or conceals any material fact in the Response.
- The Response does not strictly conform to applicable laws or any requirements of this RFQ.
- The Response does not include documents, certificates, affidavits, acknowledgements, initial deposit or other information required by the RFQ.
- The Response has not been executed by the Respondent through or by an authorized officer or representative of the Respondent or Respondent's team.
- The Respondent fails to comply with all provisions, requirements and prohibitions binding on all Respondents as herein set forth or fails to comply with applicable law.
- The Respondent fails to acknowledge receipt of any formal addenda.
- For any other reason deemed in the best interests of the County.

**9. Evaluation of Respondents' Responses**

A. The successful Respondent will not be chosen strictly based on the fees charged for the required services or other costs to Racine County. Experience, qualifications, personnel credentials, access to capital, financial wherewithal and other relevant information will also be considered in making the selection.

B. Racine County will evaluate and rank each Response taking into account the following evaluation criteria:

- Experience and qualifications
- Financial responsibility/capabilities
- Personnel credentials/qualifications
  - Respondent's existing partnerships, legal status, and relationships that would enable the Respondent to successfully implement the project outlined in the Response. Includes education, certifications, references, experience and past performance of the Respondents and

its agents, employees and sub-consultants/contractors in developing a similarly complex project, specifically work in marina management and revitalization.

- Fiscal impact
  - Development concept eliminates operational subsidies from the County while maximizing development opportunities. Capital expenses and operational subsidies from the County are eliminated or nearly eliminated. Service to residents and visitors will increase revenue to local businesses and to tax base.
- Project development concept
  - Development concept successfully accomplishes the County's project objectives; integrates innovative design and retains the aesthetics, quality, property values, environment and views of the surrounding neighborhoods; maximizes recreational amenities for the public.
- Additional commitments or services, if any
- Responsiveness to and compliance with RFQ requirements

- C. Respondent selection may be made solely on the basis of the submitted Responses or an evaluation of the Responses may be used to select one or more Respondents for a personal interview. If interviews are conducted, final selection will then be based upon both interview and Response. Not every firm submitting a Response may be selected for an interview.

The purpose of the interviews will be to clarify and assure the Respondent's full understanding of, and responsiveness to, the RFQ requirements. Respondent's key personnel and other personnel requested by the County shall be required to be at the interviews. The time, location, and requirements for the interviews will be provided to those Respondents who are selected. The interview will consist of an informal presentation by the Respondent and questions and discussion between Racine County and Respondent. The interviews are not intended as an opportunity for an elaborate formal presentation or promotion by Respondents. Respondents are hereby notified that the complete interviews may be recorded at the option of Racine County and that submittal of a Response by the Respondent indicates acknowledgement of, and permission for, such recording.

## **10. Selection Process**

- A. Following review of the formal Responses by Racine County, and possible interviews of Respondents, Racine County will evaluate all Responses.
- B. Racine County reserves the right to reject any or all Responses received; cancel this RFQ; issue a subsequent RFQ; require confirmation of any information provided by Respondents; establish a short list of Respondents for interviews or clarifications; select a Respondent without a short list; negotiate with any, all, or



none of the Respondents; and enter into a contract for all, part, or none of the requested work. Racine County reserves the right to waive any nonmaterial technical deficiencies in the Response.

## 11. Award of Agreement

The County reserves the right to negotiate the terms of an Agreement that results from this RFQ with one or more Respondents. Upon completion of the review/evaluation, the County shall notify those Respondents who will be considered for further evaluation and negotiation. All Respondents so notified shall negotiate in good faith in accordance with direction from the County. Any delay caused by Respondent's failure to respond to direction from the County may lead to rejection of the response. No response shall be binding upon the County until the Agreement is authorized by the County Board of Supervisors, signed by duly authorized representatives and satisfies the fiduciary obligations of the selected Respondent and the County.

## 12. General RFQ Requirements

- A. All facts and opinions stated herein including but not limited to statistical data, economic data, and projections, are based on available information and no representations or warranties are made with respect to their accuracy or completeness.
- B. Under no circumstances shall any officer, official, commissioner, director, member, partner, owner or employee of the County have any personal liability arising out of this RFQ, and no party shall seek or claim any such personal liability.
- C. Time is of the essence with regard to all specific dates and time periods set forth herein.
- D. **THIS RFQ AND ALL DISPUTES AMONG THE PARTIES RELATING TO OR ARISING FROM IT OR TO THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT OF ANY CONTRACT ARISING FROM IT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED PURSUANT TO, THE SUBSTANTIVE AND PROCEDURAL LAWS OF THE STATE OF WISCONSIN.**
- E. Any judicial action relating to the construction, interpretation or enforcement of this RFQ shall be brought and venued in the U.S. District Court for the Eastern District of Wisconsin or the Racine County Circuit Court in Racine, Wisconsin. **EACH RESPONDENT HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.**

- F. Each Respondent and each person that directly or indirectly owns any equity interests in any Respondent party represents and warrants to the County that it is in compliance (collectively, "Compliant Person") with all U.S. economic sanctions laws, Executive Orders and implementing regulations as promulgated by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), and all applicable anti-money laundering and counter-terrorism financing provisions of the Bank Secrecy Act and all regulations issued pursuant to it. No Compliant Person (i) is a person designated by the U.S. government on the list of the Specially Designated Nationals and Blocked Persons (the "SDN List") with which a U.S. person cannot deal or otherwise engage in business transactions, (ii) is a person who is otherwise the target of U.S. economic sanctions laws such that a U.S. person cannot deal or otherwise engage in business transactions with such person or (iii) is controlled by (including by virtue of such person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any person on the SDN List or a foreign government that is the target of U.S. economic sanctions prohibitions such that the entry into, or performance under, any agreement would be prohibited under U.S. law.
- G. The County is bound by the Wisconsin Public Records Law, and as such, all of the terms of this RFQ are subject to and conditioned on the provisions of Wis. Stat. 19.21, et seq. Each Respondent acknowledges that it is obligated to assist the County in retaining and producing records that are subject to Wisconsin Public Records Law, and that the Respondent must defend and hold the County harmless from liability under that law.

*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 the date signed 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, sixty (60) 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 which may be withheld in its sole discretion.

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, 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.
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 sixty (60) 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: \_\_\_\_\_

\_\_\_\_\_

## CERTIFICATION OF VENDOR

### REVITALIZATION OF THE COUNTY-OWNED REEFPPOINT MARINA

After carefully examining the specifications, and having become acquainted with all conditions specified by Racine County, I certify on behalf of my company that we can meet the requirements as stated in our Response.

Company:

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Signature:

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Authorized Representative

Print/Type  
Name:

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Title:

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Address:

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City, State, Zip:

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Telephone:

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Fax:

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E-Mail:

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Date:

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