

OFFICIAL NOTICE #57610

Development, Maintenance, and Operation of Soccer Fields in the Menomonee Valley Industrial Center

The Redevelopment Authority of the City of Milwaukee (RACM), is requesting proposals from qualified firms/individuals (the "Organization") to submit a proposals develop and operate soccer fields in the Menomonee Valley Industrial Center and Community Park (35th and Canal Street).

The RFP can be found on DCD's web site at the following link:

<http://city.milwaukee.gov/Projects/RequestsforProposals.htm>

There will be one OPTIONAL walkthrough in the Menomonee Valley Industrial Center and Community Park, 212 S. 36th Street, Milwaukee, WI (the corner of 36th Street and Wheelhouse Rd. See map for location). It will be held at on Wednesday, April 4, 2016, beginning promptly at 10:30 a.m. and go to 11:30 a.m.

Questions regarding this RFP should be addressed to Scott Stange in writing via email at: sstang@milwaukee.gov. Deadline for questions regarding the RFP are due by, **April 5, 2016**. Any additional information and/or clarification(s) regarding this RFP will be posted on the above referenced website in the form of an addendum to this RFP by **April 6, 2016**.

Proposals are due April 14, 2016 by 11:00 a.m.

March 17, 2016

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**REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE
809 N. Broadway
Milwaukee, Wisconsin 53202**

I. Background

Over the past fifteen years, the Menomonee Valley has been transformed from an area of disinvestment to a national model in economic development and environmental sustainability. Three Hundred acres of brownfields have been developed, 35 companies have moved to the Valley, and more than 4,700 family-supporting jobs have been created. One million square feet of green buildings and seven miles of trails have been constructed, and 45 acres of native plants installed, leading to improved wildlife habitat and water quality.

Although the Valley has seen much success, there are still opportunities for additional development. Pursuant to a recommendation of the updated Menomonee Valley area plan, RACM is interested in introducing recreational programming in the form of soccer fields. RACM's objective is to have a soccer field (or fields) built, operated, and maintained in the Menomonee Valley Industrial Center and Community Park ("Site").

II. Proposal Objectives

RACM is seeking proposals from private organizations to develop, maintain and operate a youth-oriented soccer field on land located in the Menomonee Valley (see Maps) and leased from RACM for a nominal fee, in order to achieve the following objectives:

- A. Provide high quality, diverse and accessible programs, services and facilities that enhance the quality of life for all ages, cultures, and abilities.
- B. Provide athletic opportunities to Milwaukee area residents that enhance skills, health, self-esteem and overall quality of life in Milwaukee.
- C. Enhance public/private partnerships in Milwaukee.
- D. Provide high-quality fields that can be used by youth soccer organizations at affordable rates.

III. Site Location and Description

The Site is located in the Menomonee Valley. The address of the land subject to this RFP is 212 South 36th Street, Milwaukee, WI. Attached is a Map showing the location and the boundaries of usable land.

IV. Project Requirements

A. Schedule – A Lease Agreement will be executed with the chosen Organization following the completion of the evaluation of the responses. The goal is to have aforementioned documents executed by the spring of 2016. The Lease shall be for 36 months, with the option to extend for an additional 24 month term, upon mutual acceptance of both parties.

B. Coordination - Staff from the RACM will coordinate with the chosen Organization on a regular and as needed basis through a regular communication format through which RACM can be kept current as to the plan's progress.

C. Recreational Immunity – Any agreement resulting from this Request for Proposals will require the parties to agree that the protections available under Wisconsin's recreational immunity statute,

Wis. Stat. §895.22, will apply to the activities undertaken in or on the RACM land as broadly as possible.

D. Insurance – See attached Insurance Requirements

V. Proposal Submission Requirements and Selection Procedures

A. Proposal Contents

The Organization's Proposal must include a complete description of the Organization's conceptual facility design and operational plans. In addition, the Proposal shall address how the new facility will support the RACM objectives listed above. RACM reserves the right to request additional information during the review period.

FAILURE OF THE ORGANIZATION TO SUBMIT ALL REQUIRED INFORMATION MAY RENDER THE PROPOSAL INCOMPLETE AND INELIGIBLE FOR FURTHER CONSIDERATION.

The Proposal must include the following elements:

1. Title Page: The cover should contain the RFP title, the Organization's name, and the submission date.

2. Transmittal Letter: The transmittal letter should not exceed two pages and should contain:

- A. The name, title and contact information of the individual with authority to bind the Organization. The authorized person should transmit the proposal along with documentation confirming that the individual is empowered to act for the Organization as well as documentation of the Organization's good standing and/or qualification to do business in the State of Wisconsin.
- B. Documentation that the Organization has a registration/membership process where the organization's programs are focused on youth soccer players.
- C. The address of the Organization's principal place of business, and the Organization's business entity type. If the Organization is a joint venture, provide the above information for all participants in the Joint Venture with the Proposal.
- D. Statement that the Proposal will remain in effect for nine months after the due date.
- E. Statement that, if selected, the Organization will negotiate in good faith with the RACM.

3. Statement of Past Experience and Qualifications:

- A. Background Information: A description of the Organization, including the organizational structure, identification of principal staff and governing board members, and length of time it has existed as an organization. If the Organization is a Joint Venture, information for each entity participating in the Joint Venture should be furnished with a description of how the Soccer Field(s) Use, Revenue, and Expense will be managed by the partners in the Joint Venture.

- B. **Financial Capability:** Description of the Organization's financial capability to: (1) develop (design and build the facility including, but not limited to: soccer fields, number of fields, restrooms, bleachers, concession stands, lights, parking); (2) maintain the facility; and (3) the ability to operate/program the facility. This section shall provide a plan that indicates how the Organization will obtain sufficient financing for the development of the project, the furnishing of accessible portable restrooms, the maintenance of the fields, and the operation of the proposed field during the lease term. The Proposal must also include the most current twelve-month financial statements of the Organization and any partners in a Joint Venture, including balance sheets and income statements for the past two fiscal years.
- C. **Project Experience:** Description of the Organization's experience at developing, maintaining and operating a soccer facility. This information should clearly describe the financial structure, size, location, and acquisition method for any referenced soccer facilities. The Proposal shall describe any prior experience partnering/working with a public recreation and/or other local/state/national governmental agencies. Identify the specific people/person who would manage this project and a description of their experience and qualifications.
- D. **Program Experience:** Description of the soccer programs the Organization has currently provided for the public, including number of participants, description of participants (such as age, skill level (recreational, elite/travel, etc.), diversity, etc. and the objectives of those programs. Provide proof that the Organization's registration and membership process is open to all.
- E. **References:** Include names and addresses of at least three commercial or institutional credit references for the Organization and any member of a proposed Joint Venture and a letter from each of the credit references authorizing them to respond to inquiries from RACM.

4. Concept Statement: This section should describe the Organization's concept for the project and how this concept meets this Request for Proposal's objectives. This concept statement should identify the following:

- A. Illustration of the proposed layout, square footage (including a breakdown describing the type and use of field area) and other characteristics of the development of the soccer field(s) facility.
- B. Project budget showing funds and funding sources for initial design and construction costs and yearly operating costs. The budget must include but not be limited to cost, revenue and inflation assumptions, for:
- Soft and hard costs to construct the fields;
 - Maintenance costs (mowing, etc);
 - Equipment costs;
 - Revenues from membership fees and other sources;
 - Expenditures, including lease and other payments including utility costs and other operating costs
- C. A statement of whether the proposed development is contingent on any County or State government action (e.g., regulation changes, public funding-grants, loans, etc.) and a listing of these contingencies.

5. Programming Commitment: Describe how the programs conducted by the Organization's use of the Site will support and contribute to the objectives listed above. Describe the operation of the field use including hours of operations and services provided to private use (members of the Organization's organization) and the public at large (for example educational programming, youth programming, etc.). Also include your plan for addressing all of the parking needs for these activities.

B. Selection of Organization

After screening proposals for completeness the RACM/DCD Staff along with its community partners will evaluate proposals and assign points to each proposal based on the following criteria:

- Overall quality of the proposed Soccer Field Use concept: (a maximum of 20 points)
- Meeting of RACM's objectives for this request: (a maximum of 20 points)
- Expertise and financial capacity to implement the concept: (a maximum of 40 points)
- Proposed program value (minimum impact) to the community: (a maximum of 10 points)
- Prior experience partnering with a public agency (a maximum of 10 points)

C. Submission Deadline

All questions and communication regarding this RFP process and scope of services should be submitted in writing (See #1 of General RFQ Requirements) to Scott Stange. Questions must be sent in writing **no later than April 5, 2016**. Questions initiated after **April 5, 2016** will not be considered. Any additional information, clarification and answers to the questions submitted by the deadline date will be posted on the Internet on the website referred to below in the form of an addendum to this RFP by **April 6, 2016**:

<http://city.milwaukee.gov/Projects/RequestsforProposals.htm>

Proponents will be responsible for keeping abreast of the addenda as they are posted. All such addenda shall become a part of the RFP, and all Proponents shall be bound by such, whether or not received by the Proponent

One original and 5 (five) copies of the proposal should be submitted to DCD's Bid Desk no later than **11:00 a.m., April 14, 2016**. The proposals must be submitted **along with the required Affidavit of No Interest and Non-Debarment Form**. Late submissions will not be accepted.

Proposals should be mailed or delivered to:

**Bid Desk
Department of City Development
809 N. Broadway, 2nd floor
Milwaukee, WI 53202-3617**

Proposal to be clearly marked: **Official Notice #57610 – Menomonee Valley Soccer Fields**

***** Please note:** For proposals submitted by courier delivery service (e.g. UPS®, FedEx®, etc.), the building at the address above **does not open until 8:00 a.m.** Instructions to delivery drivers should be explicit in regard to that **time** as well as the above noted address of the bid desk. Without such instructions, a package may not be delivered on-time to the correct location within the City complex.

VI. General RACM RFP Requirements

1. Interpretations of RFP

Any requests for interpretation should be submitted in writing to Scott Stange, Contract Compliance Officer, Redevelopment Authority of the City of Milwaukee, 809 North Broadway, Milwaukee, WI 53202, or submitted by email to sstang@milwaukee.gov. No oral interpretations will be made to any Organization as to the meaning of the RFP requirements. All interpretations will be posted and answered on the Internet. If you received your RFP from the Internet you will be responsible for keeping abreast of the addenda as they come in. All such addenda shall become a part of the RFP, and all Organizations shall be bound by such, whether or not received by the Organization.

2. Receipt of Proposals

Proposals received prior to the time of opening will be secure. The officer whose duty it is to open them will decide when the specified time has arrived, and no proposal received thereafter will be considered. No responsibility will be attached to an officer for the premature opening of a proposal not properly addressed and identified.

Organizations are cautioned to allow ample time for transmittal of proposals by mail or otherwise. Organizations should secure correct information relative to the probable time of arrival and distribution of mail at the place where proposals are to be forwarded.

3. Withdrawal of Proposals

Proposals may be withdrawn on written request dispatched by the Organization in time for delivery in the normal course of business prior to the time fixed for closing. Negligence on the part of the Organization in preparing a proposal for offer to RACM confers no right of withdrawal or modification of the proposal after such proposal has been opened. In case of withdrawal of a proposal by a Organization, the Organization will be disqualified thereby from submitting a second proposal on the contract at hand. See Section 66.0901(5), Wisconsin Statutes.

4. Rejection of Proposals

RACM reserves the right to reject the proposal of any Organization who has previously failed to perform properly or to complete on time contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors or employees.

5. Award of Contract

The Contract Management Team will evaluate proposals. All proposals will be evaluated against the evaluation factors stated in this RFP. While the Contract Management Team intends to select a Organization based on the proposals received, the Contract Management Team may invite the highest ranked firm/individual(s) to participate in an interview. If one or more interviews are to be scheduled, a letter will be sent to the firm/individual(s) that is/are selected to participate, and this/these firm/individual(s) may be asked to provide more specific written information about their qualifications, methodology, and costs. Firms/individuals participating in the interviews must send the project manager and staff who will work on this project.

After the contract is awarded, all of the firms who submitted a proposal will receive a written acknowledgment of their proposals. The RACM will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

The final negotiated Lease Agreement will be subject to RACM Board approval.

6. Contract Payments

When applicable, the RACM and the Organization will agree on a performance and payment schedule. The Organization will submit to the RACM invoices itemizing the services performed and cost incurred since the last request for payment. Payment will be made after review of the Organization's work product and upon acceptance by the RACM of the services performed.

7. Termination of Contract for Cause

If, through any cause, the Organization shall fail to fulfill in a timely and proper manner his obligations under this contract or if the Organization shall violate any of the covenants, agreements or stipulations of this contract, the RACM shall thereupon have the right to terminate this contract by giving written notice to the Organization of such termination and specifying the effective date thereof, at least five work days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, reports, or other material related to the services prepared by the Organization under this contract shall, at the option of the RACM, become the property of the RACM. Notwithstanding the above, the Organization shall not be relieved of liability to the RACM for damages sustained by the RACM by virtue of any breach of the contract by the Organization.

8. Sales Tax

Pursuant to Section 77.54(9a) of the Wisconsin State Statutes, RACM is exempt from Wisconsin Use and Sales Tax. Organizations, therefore, shall not add State of Wisconsin sales tax or use tax to their proposals, but shall include in their lump sum proposals only the taxes they will be required to pay directly as a consumer, when obtaining materials, etc. to fulfill the contract requirements should they be the selected Organization. Organizations are, however, responsible for determining the impact of the State of Wisconsin's Sale and Use Tax on their proposal.

9. Request for Proposal

This RFP is not an offer to buy property and must not be assumed as such. However, in the event a proposal results in contractual negotiations, the Organization has the option to not enter into an agreement if compliance with any mandated clause or provision is undesirable or impossible.

No information will be available to any Organization regarding the status of his response. However, the RACM reserves the right to enter into discussion with Organizations for purposes of clarification or further information.

10. Miscellaneous

The RACM reserves the right to waive informalities in any proposals, reject any or all proposals in whole or in part, with or without cause, and to accept that proposal which in its judgment best meets its needs. The RACM will require an Affidavit of No Interest, which provides that no official or employee of the Redevelopment Authority, the Contract Management Team, and/or the RACM has or will receive anything of value in connection with the issuance of this contract.

11. Equal Employment Opportunity

The Organization agrees that there will not be discrimination as to race, sex, sexual orientation, religion, color, age, creed, or national origin in regard to obligation, work, and services performed under the terms of any contract ensuing from this RFP, or in the use of the fields. Organization must agree to comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

12. Indemnification

The Organization agrees that it will indemnify, save and hold harmless the RACM and the City of Milwaukee, their officers, employees, or agents, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses, judgments, and litigation costs, including reasonable attorneys fees, photocopying expenses and expert witness fees, recovered from or asserted against the RACM or the City of Milwaukee on account of injury or damage to person or property or breach of contract to the extent that such damage, injury, or breach may be incident to, arising out of, or be caused, either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of the Organization or any of its agents, servants, employees or subcontractors.

RACM shall tender the defense of any claim or action at law or in equity, arising out of or otherwise related to an act or omission, negligence, misconduct, or breach of contract on the part of the Organization or any of its agents, servants, employees or subcontractors, to the Organization or its insurer and, upon such tender, it shall be the duty of the Organization and its insurer to defend such claim or action without cost or expense to RACM.

13. Slavery Disclosure

The successful Organization will be required to submit an affidavit of compliance of slavery disclosure before a lease can be executed (unless you have already done so and it is on file with the Business Operations Division of the City of Milwaukee).

14. Ethics

It is the policy of the Department of City Development, Redevelopment Authority (DCD-RACM), that contracts shall not be awarded to any Organization team that includes individuals who have left City employment within the past 12 months, or individuals who are currently members of any City boards or commissions.

15. Wisconsin Public Records Law

Both parties understand that the Redevelopment Authority of the City of Milwaukee is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. 19.21, *et seq.* The Contractor acknowledges that it is obligated to assist the Redevelopment Authority in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold the Redevelopment Authority harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.

Redevelopment Authority of the City of Milwaukee Insurance Requirements - Right of Entry

Insurance certificates must be sent for inspection and approval prior to commencement of the project to: Elaine Miller, Special Designee for the Assistant Executive, Redevelopment Authority of the City of Milwaukee, P.O. Box 324, Milwaukee, WI 53201 or by facsimile to 286-0395.

<u>TYPE OF INSURANCE</u>	<u>LIMITS</u>
<u>Workers' Compensation</u>	Statutory limits
<u>Employers Liability</u>	
Bodily Injury by Accident	Each Accident \$100,000
Bodily Injury by Disease	Each Employee \$100,000
	Policy Limit \$500,000
 <u>Public Liability</u>	
A Comprehensive General or Commercial General Insuring Agreement that provides:	
* <u>Occurrence Coverage</u> *	
Premises/Operations Protection	
Products Completed Operations Protection	
Independent Contractors (owners, contractors protective coverage)	
Contractual Liability for Risks Assumed to this agreement	
NOTE: If claims made coverage is provided, the policy must be amended so all protected occurrences are covered regardless of when the claim is made.	
Bodily Injury/Property Damage	Each occurrence \$1,000,000 General occurrence \$1,000,000 Products/completed operation aggregate \$2,000,000
 <u>Automobile</u>	
Business Auto Policy that provides:	
Liability coverage for all owned, non-owned and hired vehicles	
Sudden and Accidental Pollution Coverage	
Provide MCS-90 Endorsement when applicable in accordance with the Motor Carrier Act of 1980	
Bodily Injury/Property Damage	Each accident \$1,000,000

**THE CITY OF MILWAUKEE AND THE REDEVELOPEMENT AUTHORITY OF THE CITY OF MILWAUKEE
MUST BE NAMED AS ADDITIONAL INSURED PARTY ON THE POLICY.**

ATTACHMENT B

Non-Debarment Form

The undersigned, being duly authorized to act on behalf of _____ (the "Contractor"), hereby certifies that neither the Contractor nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs).

The Contractor further certifies that all potential sub-recipients, contractors, and any and all of their principals are not debarred, suspended or proposed for debarment, and that the Contractor will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment.

The Contractor certifies that throughout the term of this Agreement, neither the Contractor nor any of its principals are, or will be, debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that the Contractor will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment. The Contractor further certifies that it will verify that no suspended or debarred entities are under contract or participating in activities under this agreement by reviewing the federal general Services Administration's Excluded Parties List System (EPLS) at <http://epls.arnet.gov>."

Signature/Authorized Official

Date

Title

ATTACHMENT C

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Material submitted in response to RACM's Request for Proposals No. 57610 includes proprietary and confidential information that qualifies as a trade secret, as provided in Wis. Stats. §§ 19.36(5) & 134.90, or is otherwise material that can be kept confidential under the Wisconsin Public Records Law. As such, the proponent asks that certain pages, as indicated below, of this proposal be treated as confidential material and not released, to the extent allowed by Wisconsin law. Therefore, I am providing the following information with the express understanding that it is being submitted to RACM under a pledge of confidentiality. I would not have submitted this information had RACM not pledged to keep it confidential* and request that the following pages not be released:

<u>Section</u>	<u>Page</u>	<u>Topic</u>

*NOTE: Proponents are cautioned that the ENTIRE PROPOSAL WILL NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. PLEASE LIMIT DESIGNATIONS OF CONFIDENTIALITY ONLY TO PROPRIETARY OR TRADE SECRET INFORMATION, OR OTHER LIMITED INFORMATION THAT YOU PROVIDE ONLY UPON RECEIPT OF A PLEDGE OF CONFIDENTIALITY

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided, as part of the proposal response will be open to examination and copying.

Signature (Authorized Representative)	Telephone Number
Name (Please Print)	Company Name
Title	Date

NOTE: DCD, as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

DCD will notify any proponent if a determination is made that the requested information cannot be kept confidential.

PROPRIETARY INFORMATION: Proprietary information submitted in response to this request for proposal will be handled in accordance with applicable RACM procurement regulations. A proponent responding to this proposal should not include any proprietary information as part of its proposal unless the proponent 1) designates the specific information that it maintains is proprietary and the reason(s) for such designation in a separate document to RACM, Purchasing/Contract Services Division and 2) identifies the specific information when it occurs within the proposal.

RACM's preference is for the proponent to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. _____, etc. Data contained in the proposal and all documentation becomes the property of the RACM, Purchasing Division.

Generally, proposals are available for public review after the Purchasing/Contract Services Division has awarded and executed a contract.

Rev. 8/09