



**Milwaukee County
Department of Parks, Recreation and Culture**

REQUEST FOR PROPOSALS

for the development, construction and operation of

GOLF DRIVING RANGE

located in (1) the northern; and or (2) the southern region of the
award winning Milwaukee County Park System

Proposal Due Date:

**November 15, 2010
5:00 p.m.**

Pre-Proposal Site Tour:

**By Appointment Only
Various Locations Park System Wide**

**Section I
GENERAL**

A. INVITATION

The Milwaukee County, Department of Parks, Recreation and Culture (“DPRC” or the “County”), 2009 National Gold Medal Award Winner for the Best Park System in the Nation, is pleased to offer an exciting opportunity for a well qualified individual or company to develop, construct and operate a golf driving range located in (1) the northern; and or (2) the southern region of the Milwaukee County Park System (hereinafter referred to as “Driving Range”). With proper long-term vision, DPRC expects the Driving Range to become another wonderful community asset and addition to the County’s award winning park system.

This Request for Proposal (RFP) is an invitation for qualified developers to submit proposals to develop, construct and operate a Driving Range on an exclusive basis for an initial contract period of five (5) years with the possibility for two (2) additional five (5) year periods, if agreeable to both parties.

DPRC’s goals are to (1) provide the public with the best and most satisfactory service from the Driving Range, and (2) ensure that Milwaukee County receives adequate and appropriate compensation from private businesses allowed to operate on park property.

B. DESCRIPTION OF THE DRIVING RANGE

The Milwaukee County Department of Parks, Recreation and Culture operates a park system comprised of fifteen thousand acres (15,000 ac.). Golf amenities include fifteen (15) golf courses, three (3) outdoor driving ranges (Brown Deer Park, Dretzka Park, and Oakwood Park), and six (6) irons-only outdoor practice areas (Currie Park (along the Menomonee River Parkway), Grant Park, Greenfield Golf Course, Hansen Park (along the Underwood Creek Parkway), Lincoln Park, and Whitnall Park (along the Root River Parkway)). In addition, a private developer currently owns and operates the Currie Park Golf Dome, a year round indoor golf facility offering golf lessons, merchandise and food and beverage service located at the Currie Park Golf Course.

DPRC is seeking a qualified developer to develop, construct and operate additional year round indoor golf facilities located in (1) the northern; and or (2) the southern region of the Milwaukee County Park System according to all the terms and conditions listed in this RFP. For the privilege of operating the Driving Range, the developer will pay to the County a reserve annual lease rent of twenty-five thousand dollars (\$25,000) (including an escalator) for its use of park property, plus remit to the County a percentage (%) of the gross receipts, which is defined as the total of all golf lesson revenue, merchandise, and food and beverage sales, less sales tax. The successful developer shall also pay all utilities directly related to the operation of the Driving Range.

C. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The objective of the Request for Proposals (“RFP”) is to award a five (5) year Operating Agreement (hereinafter “Agreement”) with the possibility for two (2) additional five (5) year options to a qualified developer who will accomplish the following:

- Investigate the health of the Driving Range industry locally and determine where on County park property an opportunity exists for the development, construction and

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- operation of a year round indoor golf facility;
- Construct and operate the Driving Range at no cost to the County;
- Maximize attendance through visibility, ease of use, lessons, including swing analysis via video, promotions, proximity, merchandise and food and beverage sales; and
- Reach out to the community to increase the current usage of the County's golf facilities park system wide through the use of marketing and advertising.

D. RECEIPT OF PROPOSALS

Each proposer shall submit one (1) original and two (2) copies of its proposal. Proposals will be accepted until **5:00 p.m., November 15, 2010**. Proposals must be submitted in a sealed envelop clearly marked on the outside and mailed or delivered to the following address:

Proposal for the Development, Construction and Operation of
Golf Driving Range
Milwaukee County Department of Parks, Recreation and Culture
Attn: Paul Kuglitsch – Contract Services Officer
9480 W. Watertown Plank Road
Wauwatosa, WI 53226

Proposals received after the above stated date and time shall not be considered and shall be returned unopened. Partial or incomplete proposals will be rejected. No oral, fax, or telephone proposals will be accepted.

E. QUESTIONS CONCERNING THE RFP

Please direct all comments and questions to the Contract Services Officer. All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed or e-mailed as follows:

Milwaukee County Department of Parks, Recreation and Culture
Attn: Paul Kuglitsch
9480 W. Watertown Plank Road
Wauwatosa, WI 53226
Phone: (414) 257-8017
Email: paul.kuglitsch@milwcnty.com

All written questions must be submitted by **November 1, 2010**. Changes to the requirements of the RFP can only be made in writing by addendum to the RFP. Any addendum would be posted on DPRC's website.

F. NOTIFICATION OF CLARIFICATION TO THE RFP

All interested parties should immediately provide a contact name and email information to Mr. Paul Kuglitsch to facilitate the efficient dispersal of information as questions or clarifications regarding the RFP arise.

G. PRE-PROPOSAL SITE INSPECTION

Each proposer is encouraged to visit potential locations prior to submitting a proposal to review extensively all topographic elements relevant to the project. To arrange for a Parks Representative to attend an inspection, please call Mr. Paul Kuglitsch at (414) 257-8017.

Section II
PROPOSAL ITEMS, REQUIRED RESPONSIBILITIES, AND
CONTRACTUAL PROVISIONS

A. PROPOSAL ITEMS

All proposal submittals (Attachments A through D) shall be completed and returned with your proposal including any or all supporting documentation. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, color displays, and promotional materials are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and clarity of content.

Proposers shall respond to all questions as thoroughly as possible. Responses shall fully describe the developer's financial and operational capabilities, the proposed services, and any other pertinent information. Any omission or deviation can be cause for the rejection of the entire proposal. Additional supporting documentation must reference the section and paragraph of the question(s) for which the answer is being provided. Provide a separate attachment wherever indicated in the proposal submittals. All attachments shall be organized chronologically, labeled clearly and submitted in a fastened format.

No oral, fax, or telephone proposals will be accepted. All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal shall be the sole responsibility of the developer. This includes charges for delivery, insurance, license fees, permits, preparation costs, and any other costs.

All proposals submitted shall be valid for a minimum period of ninety (90) days after the date of the proposal opening.

B. REQUIRED RESPONSIBILITIES

The following are selected areas of responsibilities which will be required of the winning proposal. Any award of contract resulting in an Agreement between DPRC and proposer as a result of this RFP will be "exclusive" at the proposed site(s) only. DPRC reserves the right to award a contract with one or more additional developers to provide for Driving Range facilities in other areas of the County's Park System.

1. Research

Research existing site conditions at various park locations and obtain necessary site reference material for site analysis studies. Work in conjunction with the County for site detail, restrictions and other pertinent data.

2. Site Visit

Visit the chosen site(s) to review extensively all topographic elements relevant to the project.

3. Concept Plans

Draw up detailed requirements for construction of golf driving range facilities and propose a target date of opening.

4. **Final Master Concept Plan**
Provide County with construction rendering including parking, indoor domed recreational complex with hitting stations (one (1) or two (2) tiered), restaurant seating 50 people and possible indoor 18 hole miniature golf course.
5. **Preliminary Construction Cost Estimates and Budgets**
Prepare a detailed preliminary cost estimate based on preliminary designs of the total project scope.
6. **Demographic and Pro Forma Data Analysis**
Prepare a detailed potential revenue projection using available demographic data and industry averages on similar sites data from other areas within the Midwest.
7. **Cleanliness**
Developer shall, at its own expense, keep the premises and the surrounding area clean and sanitary at all times. No offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful hazard, nor any material detrimental to the public health, shall be permitted to remain thereon, and developer shall prevent any such matter or material from being or accumulating upon the premises.
8. **Utilities**
The developer shall be responsible for utility charges. Charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for water, gas, electricity, heat, air conditioning, and other utility services to the premises, and shall be paid by developer regardless of whether such utility services are furnished by the County or by other utility service providers.
9. **Maintenance of Equipment**
Developer shall, at all times and at its own expense, keep and maintain all equipment in good repair and in a clean, sanitary, and orderly condition and appearance.
10. **Obligations of the Developer**
 - Provide food, beverage, and other concessionable services to meet or exceed the needs and expectations of the public and DPRC;
 - Obtain all necessary permits and licensing for the operation of a Driving Range in the local municipality;
 - Maintain all equipment and surroundings in a state of cleanliness and repair to prevent injuries to the public;
 - Be responsible for keeping the facility and the immediate outside area free of trash and litter;
 - Afford the public access to the facility, including the restrooms (if applicable);
 - Operate as an independent contractor responsible for all applicable taxes, including sales tax and withholding tax;
 - By the 15th calendar day of each succeeding month, furnish a detailed monthly statement of receipt (format to be agreed upon) along with the commission payments to DPRC;
 - Provide all advertising and signage for the operation of the Driving Range;

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- Allow for inspection by the appropriate DPRC Staff at all times;
- Comply with all current DPRC practices, including compliance with current DPRC agreements and forgoing the sale of glass bottles and gum.

C. CONTRACTUAL PROVISIONS

The following are selected contractual provisions which will be required of the winning proposal.

1. Term

The term of the Agreement shall be for five (5) years, effective on the date of execution, with a possibility for two (2) additional five (5) year options, if mutually agreeable to the Parties.

2. Hours of Operation

The Parties agree to negotiate the hours of operation, days of service, and length of the operating season, which approvals shall not be unreasonably conditioned or delayed. The Parties agree to meet prior to May 1 to mutually agree upon the days and hours of operation.

3. Insurance

The selected vendor shall acquire and maintain the established insurance and liability limits for this concession. Such evidence shall include insurance coverage in the following minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
Liquor Liability	\$1,000,000
Automobile Liability Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements
Wisconsin Workers' Compensation or Proof of All States Coverage	Statutory
Employers' Liability	\$100,000/\$500,000/\$100,000

Milwaukee County, as its interests may appear, shall be named as an additional insured and be afforded a thirty (30) day written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages

shall be submitted for review and approval by the County.

4. Public Access

The developer understands that the Milwaukee County Park System is part of the public domain and is to remain open and accessible to the public in a manner that is compatible with the use of the facility as contemplated by this Agreement.

5. Taxes

The developer shall pay all taxes of whatever character which may be levied or charged upon the developer to use the premises, or upon the improvements, fixtures, equipment or other property, or upon the operations under this Agreement.

D. CONTRACT APPROVAL

Upon completion of contract negotiations between the selected proposer and the County, the contract shall be submitted to the Milwaukee County Executive and Milwaukee County Board of Supervisors for their consideration and approval in their sole and absolute discretion.

E. CONTRACT AWARD

Upon approval of the contract by the Milwaukee County Executive and Board, the County will notify the selected proposer and forward the contract for execution. The executed contract shall be returned to the County accompanied by evidence of required liability insurance. The developer may commence work pursuant to the contract only upon receipt of a written notice to proceed from the County.

Section III
SUBMISSION REQUIREMENTS; EVALUATION AND AWARD

A. SUBMITTED PROPOSALS – Proposal must contain all of the following:

1. Cover Letter

Proposers as to include a cover letter indicating the contact information for the entity proposing. Include at a minimum:

- a. Key names, including title and position;
- b. Complete mailing addresses;
- c. Telephone and fax number (including office and cell numbers as appropriate);
- d. E-mail addresses, and any other information needed by County staff to contact proposers;
- e. A statement that the proposing entity confirms its acknowledgement and acceptance of the terms and conditions set forth herein, without exceptions.

2. Proposal Items

Proposers are to submit complete, detailed responses to all of the Proposal Items in **Section II(B)(1-6), and Attachments A through D.**

3. Important Notices

Interested parties who mail their proposals should allow adequate mail delivery time to ensure timely receipt of the proposals. Late proposals will not be considered for review. DPRC reserves the right to determine the timeliness of all proposals submitted. At the day and time appointed, all timely submitted proposals will be opened and the name of the proposer(s) announced.

DPRC reserves the right to extend the deadline for submission should such action be in the best interest of the County. In the event the deadline is extended, proposers will have the right to revise their proposal. Proposals may be withdrawn by written request, signed by an authorized representative of the company, and submitted to DPRC prior to the scheduled closing time for receipt of proposals.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. All or portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligation if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award. DPRC reserves the right to either reject any or all proposals if it deems such to be in the best interest of the County and the general public or to withdraw this RFP at any time without prior notice for any reason without making an award if it deems such to be in the best interest of the County and the general public.

All proposals submitted in response to this RFP become the property of the County.

B. EVALUATION AND AWARD

DPRC reserves the right to request additional information to clarify a submitted proposal.

Responsive proposals will be scored in each of the criteria above and ranked according to scores. Furthermore, the County reserves the right to conduct such investigations as it considers appropriate with respect to the qualifications of each Respondent and any information contained in its proposal.

1. Organization of Proposal

To expedite the evaluation of proposals, each proposer MUST organize its proposal as described below. Proposals, which do not follow the specified format outlined below, may be deemed unresponsive and disqualified from the selection process. In addition, failure on the part of the proposer to provide the required documentation may be cause for rejection of the proposal.

- a. Business information and experience questionnaire (Attachment A)
- b. Financial Offer (Attachment B)
- c. Exceptions (Attachment C)
- d. Suggested Products for Sale (Attachment D)
- e. Responses to Items 1-6 in Section II(B).

2. Evaluation Criteria

All properly completed proposals will be reviewed by a selection committee who shall make a recommendation to the Director of Milwaukee County Parks, Recreation and Culture for award of contract.

In seeking the best and highest quality of services, the following criteria shall be considered in the proposal evaluations. No one criteria or combination of criteria will be controlling in the selection process.

- | | | |
|----|--|-----|
| a. | Revenue remitted to County | 35% |
| b. | Experience in design and development of golf driving range recreational facilities | 30% |
| c. | Company Qualifications | 15% |
| d. | Financial Capability | 10% |
| e. | Proposal Summary | 10% |

The County reserves the right to waive any or all irregularities in the RFP process; to reject any or all proposals if it deems such to be in the best interest of the County and the general public; to cancel this RFP at any time for any reason without making an award if it deems such to be in the best interest of the County and the general public, or to make an award for a longer or shorter period than as indicated in Section 1.

C. CONFLICT OF INTEREST

The proposer certifies that to the best of its knowledge no employee of the County, nor any member thereof, nor any public agency or official affected by any agreement that results from this RFP, has any pecuniary interest in the business of the proposer, and that no person associated with the proposer has any interest that would conflict in any manner with the performance of the agreement.

County Ordinance 9.05 (2) (1) applies:

"No person(s) with a personal financial interest in the approval or denial of a contract being

considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any County official who has approval authority over that contract during its consideration. Contract consideration shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by Section 9.15 unless an acceptance by an elected official would conflict with this section."

D. REGULATIONS

The proposed services shall meet all current, pending and future regulatory requirements of all authorities having jurisdiction over its design, construction and operation, including the Federal, State and local laws and statutes including Milwaukee County or any other local municipality in which the service is located.

The proposer shall fully comply with all applicable laws, regulations, and building codes governing non-discrimination in public accommodations and commercial facilities, including without limitation, the requirements of the Americans with Disabilities Act and all regulations thereunder. No contract shall be awarded to any person, firm, joint venture, or corporation that is in arrears or is in default to the County upon any debt or contract or that is a defaulter as surety or otherwise upon any obligation to the County.

ATTACHMENT A

**BUSINESS INFORMATION
and
EXPERIENCE QUESTIONNAIRE**

1. What is the full legal name of the company?

2. What is the organizational structure of the company?

- Corporation
- Partnership
- Joint Venture
- Sole Proprietorship

i. If a corporation, list the state of incorporation and the names of all persons or entities owning twenty-five percent (25%) or more of the proposer's voting stock.

ii. If a partnership, list all partners.

iii. If a joint venture, list the percentage of ownership and management for each party.

iv. If a sole proprietorship, list all business names under which such individual has done business during the last five years.

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3. What is the business address and telephone number of the company?

4. List the primary contact persons for this contract including phone numbers and email addresses.

5. List a minimum of two (2) bank references. Provide contact names, titles, and phone numbers.

6. Proposer stability includes the financial strength as well as the stability of the company in terms of years in business, number of employees, prior experience, and history of the company (please submit answers to the following on a separate sheet(s) of paper).

i. List experience in design and development of driving range/recreational golf facilities. List size and type, i.e. private, semi-private municipal, with emphasis on successful revenue generating operations _____

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- ii. List number, experience, education and professional qualifications of management and support staff. Provide all documentation related to staff certifications _____
 - iii. Provide evidence of financial ability, stability and insurability. Furnish your most current financial statements, and the last three years of audited financial statements _____
 - iv. Provide a summary of your proposal and include any additional information to support or strengthen your submittal. Include any ideas or innovations which would benefit the revenue stream or operational efficiencies of the recreational complex _____
7. The proposer must provide the following applicable financial information as an attachment to the proposal response. Failure to submit this information may result in immediate disqualification. A financial statement may be consolidated with that of a subsidiary or parent corporation as the case may be, but if consolidated with a parent corporation, the financial statement of the subsidiary shall be separately attested. A personal financial statement of an officer of a corporation shall not satisfy this requirement.
- i. Public Corporations - Last annual report.
 - ii. Private Corporations - CPA-prepared financial statements for the previous year.
 - iii. Partnerships/Individuals - Completed IRS tax returns for the previous year.
8. Has proposer ever had any judgment or filing of bankruptcy or any other insolvency statute or any appointment of a receiver, trustee, or liquidator of all or substantially all of your company's assets or any other partner or principal owner of your company?

- Yes
- No

If yes, provide as a separate attachment, a description of all such judgments.

ATTACHMENT B

FINANCIAL OFFER

1. Financial Offer

If selected, proposer shall pay the County the following for the term of the Agreement:

i. Rent Payable for Lease of Park Property

\$ _____ .00 (reserve annual lease rent of \$25,000, plus escalator)

The successful proposer shall have to complete the project within three (3) months and no lease rent shall be charged during the development period.

ii. Sale of lessons, merchandise food and beverages - Percentage of Gross Revenue*

_____ % of gross revenue - Minimum 15%

**"Gross Revenue" is defined as all sales, less sales tax. Deductions for client non-payments or bad-debt expenses are not allowed.*

ATTACHMENT C

EXCEPTIONS

If the proposer takes exception or requires clarification on any points of the RFP before signing an agreement with the County, please list items on a separate sheet. With each exception, please state your proposed wording. All are subject to the discretion and approval of the County. Therefore, should the proposer and the County be unable to resolve any exceptions to the mutual satisfaction of both parties, the County reserves the right to reject the proposer's proposal from any further consideration.

1. If no exceptions are listed, the proposer agrees to all terms and conditions contained in this entire document.

If exceptions are listed, the proposer agrees to all terms and conditions contained in this entire document, with those noted exceptions.

2. Exceptions attached? Yes
 No

ATTACHMENT D

SUGGESTED LESSON RATES, MERCHANDISE AND FOOD AND BEVERAGE ITEMS

List below the services and products you envision offering at the Driving Range, including suggested retail price.

<u>Item Description</u>	<u>Suggested Price</u>
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____
7. _____	\$ _____
8. _____	\$ _____
9. _____	\$ _____
10. _____	\$ _____
11. _____	\$ _____
12. _____	\$ _____
13. _____	\$ _____
14. _____	\$ _____
15. _____	\$ _____