

**REQUEST FOR PROPOSALS
#2072-25
CITY OF SHEBOYGAN**



**OPERATION OF A DISC GOLF
CONCESSION FOR VOLLRATH PARK**

**Issued January 27, 2025
Bids due February 24, 2025 1:00PM**

CITY OF SHEBOYGAN
REQUEST FOR PROPOSALS # 2072-25
OPERATION OF A DISC GOLF CONCESSION
AT VOLLRATH PARK

The City of Sheboygan is soliciting proposals for the operation of a disc golf concession at Vollrath Park in Sheboygan. The selected vendor will be responsible for the overall operation of the concession and commonly known as "The Shack adjacent to the first hole of the 18-hole disc golf course. The course itself is open to the public on a year-round basis while the concession stand is typically operated on a seasonal basis.

In order to be considered, Proposals must be received no later than 1:00 PM in electronic format on Monday February 24, 2025

Interested parties may obtain specifications and bidding documents by contacting the purchasing agent at (920) 459-3469 or Bernard.rammer@sheboyganwi.gov

The awarded Contractor will be required to furnish a certificate of insurance naming the City of Sheboygan as additionally insured prior to the start of the 2025 season.

All proposals received become the property of The City of Sheboygan and must remain in effect not less than sixty (60) days beyond the proposal submission deadline. Proposals submitted may be withdrawn up and until the proposal deadline.

The City of Sheboygan reserves the right to reject any proposals received, cancel this solicitation, waive any informality associated with the proposal process and award the contract deemed to be in the best interest of The City of Sheboygan

Request for Proposals City of Sheboygan

Vollrath Park Disc Golf Shop Vollrath Park 2001 N 3rd Street

DESCRIPTION OF SERVICES/COMMODITIES

Introduction

The City of Sheboygan is accepting proposals from qualified vendors for the right to provide a disc golf shop and concession stand in Vollrath Park. These services may include but are not limited to; 1) Complete operation of a disc golf shop and concession stand 2) acceptance of overall responsibility for the included facility even while closed 3) advertisement of the shop to promote use. Successful proposers will consider how their services complement and integrate with existing park uses as well as engage a diversity of members of the community. The successful Proposer(s) shall compensate the City in return for these rights, meet the City's requirements for operations and abide by the City's terms and conditions for granting these rights, set forth in solicitation and also in the resulting agreement, if issued.

Goals

The goal of signing an agreement with an outside vendor(s) and conveying the rights to provide these services is to serve the public interest of park patrons by offering seasonal services and enhance the safety and ambience of the park by maintaining a business with attendance in the park. The business should offer a comprehensive selection of discs, accessories, and have knowledgeable staff, while actively engaging with the local disc golf community through events, tournaments, fundraisers, classes, and a welcoming atmosphere, while providing excellent customer service to cater to players of all skill levels. Additionally, the city is interested in potential revenues it may realize from the relationship while enhancing usage of the course.

Term

The agreement, if issued, shall commence in the spring of 2025 and end on December 31, 2027. Upon mutual agreement the City and selected vendor(s) may extend the agreement for up to two additional one-year periods (i.e. 2028 & 2029). The City reserves the right to negotiate an alternate term. The terms and conditions of this RFP cover the initial and all subsequent agreement periods granted.

Location/Background Information

The solicitation includes rights for the city building known as the “Shack” in Vollrath Park, 2001, North 3rd Street, Sheboygan WI. The building is located by the first hole of the Vollrath Disc Golf Course. Nearby park amenities include a rentable shelter with seasonal restrooms, play equipment, two tennis courts, six pickleball courts, and the Vollrath bowl. Currently food trucks park on N. 3rd Street and Vollrath Blvd, adjacent to the park, every Monday evening during the summer, transforming the park into a Monday night community gathering. Also, Vollrath Park is just a few blocks away from Lake Michigan.

Vollrath Park Disc Golf course was built in 1980 and was the third pole course built in Wisconsin. It is now the oldest constructed course being utilized in Wisconsin. The course is also home to the annual “The Pickle” disc golf tournament. The course has recently had several updates offering a full 18-hole course.

Amenities

Use of the following amenities shall be available to the Permittee(s) The Vollrath Disc Golf Shop Building and electrical utility. Use of course for disc golf course classes, tournament and other. In most cases the course will need to stay open to the public. The adjacent shelter is able to be rented by private parties, however, it may be available to the Permittee(s) free of rent, if not reserved/rented. The Permittee(s) can also reserve the shelter by paying the rental fee, if needed.

Tour of the Site

Potential Contractors are able to tour the site and 18-hole course on their own and at their leisure. To arrange a tour of the interior of the building on an appointment basis, interested parties may contact the purchasing agent at (920)459-3469.

Requirements/Restrictions/Conduct/for Operations

1. Equipment

Provide and maintain in good order all furnishings and equipment required too adequately establish and operate a disc golf pro-shop/concession stand. Under no circumstance will any City owned furnishings and equipment be used for the purposes of the concession without the express consent of the city.

2. Sales Items

Provide sales of a comprehensive selection of discs and accessories as well as concession items. Other items such as pickleball equipment may be sold. Permittee must abide by all City laws. the City must approve all sale items, prior to sales competencies. Permittee shall provide to the City, by March First of each annual period granted, a specific list of sale items. The City will review the annual list and reserves the right to disapprove any sale item. Permittee may not expand or change sale items without prior City review and approval.

3. Alcohol Use

Sales and use of alcohol by permittee or employees of the permittee are strictly prohibited anywhere at the site during the season.

4. Permittee Conduct

The City will hold the permittee and its employees to a high conduct standard when conducting business on City property. Employee and its employees should act in a professional manor, have a positive attitude towards the City, be knowledgeable about disc golf and their products and services, dress appropriately and communicate effectively with the public.

5. Maintenance

Permittee is responsible for cleanliness and cleaning supplies for the facilities including the building, and grounds around the building. Permittee is responsible for painting and any repairs needed to the facility for any reason.

6. Garbage

Permittee will be responsible for bringing all trash generated at the site to a park dumpster by 10:00am on Monday and 10:00am on Friday while the shop is open for the season.

7. Utilities

Permittee(s) will be responsible for paying the electrical utilities for the facility. At the start of the engagement, Alliant Energy will be instructed to send the monthly electricity invoices to the contracted vendor.

8. Deposit

A damage deposit in the amount of \$500 for each annual season is required. This will be refunded at the end of each season following a mutual end of season inspection with the City.

REQUIRED CONTENT OF PROPOSALS

3.3 Background Information

Please provide detail as to your firm's background and experience in the operation of disc golf or similar types of concessions and include information as to why the City should consider your proposal

3.4 References

Please provide references from the owners of other properties for which you or your company have operated concessions including the type of concession, length of the contract and successes achieved during the contract term.

3.4 Course Enhancement

Please provide a detailed explanation of what your organization would do to enhance the conditions of the course. Please provide a list of ideas for making this agreement more beneficial to the public and the city.

3.5 Proposed Events

List engagement events such as tournaments, fundraisers, and classes that you would consider offering as a means to bolster or enhance the use of the 18-hole course, attract new users to the sport and maintain or enhance relations with the general public using the park,

3.6 Financial Proposal

Please provide a detailed explanation of Finances included in your proposal. At a minimum please provide an explanation of the following:

- Provide an explanation as to your proposed payment to the City of Sheboygan for the use of the park facilities for each of the initial three years of the contract.
- How will the payments be structured?
- Is there an opportunity for a base payment plus a percentage of sales?

STANDARD TERMS AND CONDITIONS
(Request for Bids/Proposals/Contracts)
Sheboygan County Purchasing

APPLICABILITY: The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County of Sheboygan acquires goods or services, or both.

ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County.

DEFINITIONS: As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Sheboygan County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation

QUALITY: Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

QUANTITIES: The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

DELIVERY: Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

PRICING: Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea. etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid evaluation and contract administration.

Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

CONFLICT OF INTEREST Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing

attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

ACCEPTANCE-REJECTION: Sheboygan County reserves the right to accept or reject any or all bids, to waive any Technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid or 60 days after the date of submission to the County.

BID SUBMISSION: Bids **MUST** be dated and time stamped by the Sheboygan County Purchasing Agent's Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing Agent is necessary; timely deposit in the mail system is not sufficient. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

METHOD OF AWARD: Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

ORDERING/ACCEPTANCE: Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Sheboygan County Purchasing Division.

PAYMENT TERMS AND INVOICING: Unless otherwise agreed, Sheboygan County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

TAXES: The County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued a tax-exempt number to Sheboygan County.

The County is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and

venue for any legal action between the parties shall be in Sheboygan County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulation which are in effect during the period of this contract and which in any manner affect the work or its conduct.

ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of Sheboygan County.

NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 46 of the Sheboygan County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, and training, including apprenticeships, rates of pay or other forms of compensation.

The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

FAILURE TO COMPLY with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

The vendor agrees to furnish all information and reports required by Sheboygan County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Sheboygan County Ordinances., and the provisions of this Agreement.

ADA: *Americans with Disabilities Act*: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided herein.

INSURANCE RESPONSIBILITY: The successful vendor shall:

Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

Indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which County, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with the County, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County, its agencies, boards, commissions, officers, employees or representatives. The obligations of the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary.

County shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish County with a certificate of insurance listing County as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement.

The successful vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish the County with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal.

It is also agreed that on Claims-Made policies, either the successful vendor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. In the event any action, suit or other proceeding is brought against County upon any matter herein indemnified against, County shall give reasonable notice thereof to the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding

The County reserves the right to require higher or lower insurance limits where County deems necessary.

In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every sub vendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

CANCELLATION: County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.

PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the

solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Sheboygan County Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. In any event, bid prices will not be held confidential after award of contract.

PROMOTIONAL ADVERTISING: Reference to or use of Sheboygan County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited without express written consent of the county.

ANTITRUST ASSIGNMENT: The vendor and the County of Sheboygan recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the County of Sheboygan (purchaser). Therefore, the successful vendor hereby assigns to the County of Sheboygan any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

RECORDKEEPING AND RECORD RETENTIONPUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, material men and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

RECORDKEEPING AND RECORD RETENTIONCOST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs; vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

COMPLIANCE WITH FAIR LABOR STANDARDS.

During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Contract Compliance

Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.