

VILLAGE OF PLEASANT PRAIRIE RECplex

SPACE FOR LICENSE



Request for Proposal

The Village of Pleasant Prairie/ RecPlex is requesting proposals to license prime service space located on the second level of the RecPlex, adjacent to the fully equipped 18,000 sq. ft. Fitness Center.

RecPlex

**9900 Terwall Terrace
Pleasant Prairie, WI 53158
(262) 925-3625**

Prepared by:	Sandy Wiedmeyer
Date:	June 2023

Disclaimers

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0.0 General Information

0.1 Name of Proposal

Village of Pleasant Prairie - RecPlex “Space for License”

0.2 Inquiry Handling

Send any inquiries concerning this proposal to:

	Name:	Sandy Wiedmeyer Operations Superintendent
	Address:	9900 Terwall Terrace
	City, State:	Pleasant Prairie, WI 53158
	Tel:	(262) 947-3625
	Email:	swiedmeyer@pleasantprairiewi.gov



Note: Inquiries sent to other parties will not be accepted and could be interpreted as canvassing, e.g. as endeavoring to gain inside information about the award process.

1.0 Executive Summary

The Village of Pleasant Prairie intends to enter into a multi-year license agreement for the utilization of prime service space within the RecPlex. The Village is looking for a business partner whose business plan and services will complement the facility and all program offerings in this state-of-the-art recreation and fitness center. License payments will be made monthly, due on the first of each month.

Opened in October 2000, the RecPlex is owned and operated by the Village of Pleasant Prairie. The RecPlex is the largest municipal recreation facility in the United States and is located within Prairie Springs Park on Hwy 165 (1.5 miles east of I-94) in Pleasant Prairie, Wisconsin. RecPlex is considered the center for recreation and leisure activities for the community and the southeastern Wisconsin – Northern Illinois region. This impressive recreation and fitness complex includes a Field House, Fitness Center, Water Park, Aqua Arena with Olympic size pool, and an Ice Arena with two NHL-size rinks that overlooks picturesque Lake Andrea, a 110-acre spring fed lake. The facility and the park boast over 1.5 million visitors annually.

With the 2004 expansion of the facility, premium service space was allocated for the intention of a license contract with an outside provider. This space is located on the second level of the facility, directly between the 18,000 sq. ft. fitness center and the six group fitness studios.

The RecPlex proudly serves 12,000+ members (4,400+ households), as well as hosts many large special events and activities. The document that follows is an official Request for Proposal.

The Village of Pleasant Prairie invites the completed submission of proposals, which outlines the utilization of this space available from five to seven days per week, between the hours of 4:30a.m. and 10:00p.m., Monday through Friday, Saturday 6:00a.m.-8p.m. and Sunday 7:00a.m.-6:00p.m.

The completed proposal shall be submitted electronically with “[Village of Pleasant Prairie - RecPlex Space for License](#)” as the subject line and must be delivered to:

Sandy Wiedmeyer
swiedmeyer@pleasantprairiewi.gov

Proposals must be submitted no later than **Friday, July 14, 2023**. Proposals received after the deadline will not be considered.

1.1 Village of Pleasant Prairie Role

The Village reserves the right to reject any and all proposals deemed to be unresponsive. The Village also reserves the right to waive any informalities, irregularities, and technicalities in procedures.

The Village reserves the right, before awarding the contract, to require a respondent to submit any additional evidence of their financial solvency and qualifications, as the Village may deem necessary.

The Village of Pleasant Prairie is the sole Awarding Authority and will enter into the License Agreement with the successful Respondent(s). The Village reserves the right to negotiate with all respondents.



Note: Entry by the Village of Pleasant Prairie into the License Agreement is subject to the approval of the Village of Pleasant Prairie Board of Trustees.

1.2 Context of Proposal

This proposal will align with other Village initiatives that offer RecPlex members, guests and the citizens of the surrounding communities, professional services that enhance or improve the quality of their lives.

The Village of Pleasant Prairie has identified a range of service offerings that might fit well within this highly visible space, which includes: healthcare services, day spa services, chiropractic services, physical therapy, nutrition services, general consumer retail services or products, such as athletic apparel or nutritional supplements.

The Village of Pleasant Prairie invites proposals that support and/or compliment the healthy lifestyle initiatives of the Recreation Department and the RecPlex.

1.3 Scope of Services

The Village of Pleasant Prairie seeks a prospective tenant that will meet the following minimum requirements:

- ☐ Must provide a service or product that complements a health club environment.
- ☐ Daily hours of operation to be determined by lessee and agreed upon by the Village of Pleasant Prairie. RecPlex hours are: M – F 4:30 am – 10 pm, Sat. 6 am – 8 pm, Sun. 7 am – 6 pm.
- ☐ Provide adequate staffing levels to deliver consistent and professional level of service. Staff must be professionally dressed and groomed at all times.
- ☐ Must possess the ability to work collaboratively with the RecPlex Management Staff to maintain high standards of customer service and cleanliness, as well as uphold all internal operational policies and procedures.

1.4 License Agreement Start

The Village of Pleasant Prairie intends to contact all successful and unsuccessful respondents by **Friday, July 21, 2023**. The Village desires the license agreement to begin on or before **September 1, 2023**.

1.5 Contract Overview

In accordance with the above, and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to uphold the monthly bid price offered to license the space in question, and to provide the service(s) described in the response.

If the Village accepts a proposal, the Village intends to enter into a multi-year license agreement with the organization selected to provide their services or product.

Contract discussions and negotiations will follow selection of the apparent successful respondent. The Village of Pleasant Prairie reserves the right to negotiate further with one or more respondents.

The contents of the request for proposal and the successful respondent's proposal will become an integral part of the contract, but may be modified by provisions of the contract.

Respondents must be amenable to inclusion in a contract of any information provided either in response to this request for proposal or subsequently during the selection process.

General:

1. Any questions and or apparent conflicts shall be brought to the attention of the Village Administrator.
2. It is the intent of this request for proposals to secure a tenant partner, by means of license agreement, that will utilize the space for the sole purpose of providing an added service to our members and guests, and the community at large.
3. Each proposal shall be accompanied by a detailed description of the proposed services.
4. The Village of Pleasant Prairie reserves the right to accept the proposal, which in their judgment, will best serve the interest of the Village. The Village of Pleasant Prairie reserves the right to reject any and all proposals.
5. It is not the intention of the Village of Pleasant Prairie to eliminate organizations from proposing services outside the type requested. However, the Village shall be sole judge of the service that is the most advantageous, and the decision of the Village shall be final.
6. Respondent shall furnish satisfactory evidence of its ability to deliver the service or product they are proposing.
7. Respondents shall set forth in the proposal sheet the number of days after acceptance of proposal required for service to begin.
8. The license price proposed by the respondent shall be the price to be paid monthly for the use of the space.
9. A successful respondent is prohibited from assigning, transferring, sub-letting the space to any other person, company, or corporation that is not a part of the proposal.

1.6 Proposal Evaluation

The Village Administrator will evaluate the proposals. This evaluation will be based upon the following criteria:

1. Commitment and demonstrated ability to successfully meet the requirements for the services described herein.
2. Completeness of the proposal.
3. Respondent has demonstrated capabilities and qualifications.
4. Respondents experience in performing similar professional services.
5. Fixed monthly license rate and any revenue share if applicable.

1.7 Exceptions

1. Conditional proposals may be considered non-responsive and may be rejected.
2. Exceptions must be noted in the proposal. Exceptions shall be referenced to the paragraph and page of these specifications where the item appears.
3. The Village may consider any exceptions during the evaluation process, and the Village's decision shall be final.
4. Proposals taking total exception to the specifications will not be considered.

1.8 Contract Award

The Village reserves the right to reject any and all proposals deemed to be unresponsive. The Village also reserves the right to waive any informalities, irregularities, and technicalities in procedures.

The Village reserves the right, before awarding the contract to require a respondent to submit any additional evidence of their qualifications.

Documentation that may be required includes financial, technical, and other qualifications and abilities of the respondent.

The Village shall be the final authority in the award of contracts. The Village reserves the right to negotiate will all respondents.

1.9 Tenant Responsibility

Any contract that is executed as a result of the Request for Proposal is not assignable by the successful respondent, without the express written consent of the Village. In the event of bankruptcy, assignment for the benefit of creditors or a petition for receivership relative to the tenant of record, the Village may, as its option with notice, declare the contract terminated.

Liability Insurance

The successful respondent shall carry the following insurance coverage in amounts not less than indicated below. The Village shall also be named as an additional insured.

Worker's Compensation – Statutory limits.
Employer's Liability - \$2,000,000.

Commercial General Liability – on an occurrence basis for bodily injury, property damage and personal injury as provided by the standard commercial general liability policy. A combined limit of \$2,000,000 is required.

1.10 Closing Date for Receipt of Proposal

Return the proposals by no later than **Friday, July 14, 2023 at 5:00 pm**. Proposals that are received after the deadline will not be considered.

1.11 Evaluation of proposal

The proposal will be evaluated in accordance with the criteria set out in Section 5, Evaluation and Award Criteria.

1.12 Contract Award

The Village of Pleasant Prairie expects to sign the contract award with the successful respondent on or before by **September 1, 2023**.

1.13 Response to Inquiries

The Village of Pleasant Prairie will endeavor to reply to queries within three business days of receipt through email only and will only respond to inquiries through email sent to Sandy Wiedmeyer at swiedmeyer@pleasantprairiewi.gov. All inquiries will be replied to within three business days.

2.0 Space Description

Room	Size	Square Footage
<i>Therapy Room A</i>	10' X 11'	110 Sq. Ft.
<i>Therapy Room B</i>	10' X 11'	110 Sq. Ft.
	<i>Sub-Total</i>	<u>220 Sq. Ft.</u>
<i>Reception Desk</i>	10' X 8'	80 Sq. Ft.
<i>Waiting Area</i>	6' X 6'	36 Sq Ft
	<i>Sub-Total</i>	<u>116 Sq. Ft.</u>
	<u>Total Square Footage</u>	<u>336 Sq. Ft.</u>

Access and utilization of the 18,000 sq. ft. Fitness Center is not considered part of the license bid, but is negotiable for an additional cost. The following equipment and amenities are available:

- 85+ Pieces of Cardiovascular Equipment
- 55+ Pieces of Precor Strength Equipment
- 20+ Pieces of Free Motion Equipment
- Suspended Walking/Running Track
- Misc. fitness equipment: exercise balls, resistance bands, bosu balls, various stretching and flexibility stations, cardio steps, medicine balls, etc.

3.0 Format of Proposal

Respondents must outline their proposed utilization of the space and address each requirement in the Request for Proposal.



The format of the proposal must match the proposal's requirements in the same sequence..

3.1 Layout of Proposal

Proposals must be structured in accordance with the following headings and support information. All information must be provided in the pertinent formats listed in [Section 6.0 Appendix B-Format of Submission](#), when submitting the proposal.

1. Management Summary
 - a. Official name of Company
 - b. Date Company entered into the business
 - c. Length of time in existence
 - d. Number of employees and key personnel listing
 - e. Brief description of Company's principal areas of activity
 - f. Number of locations serving this Village
 - g. Cities, Villages, Towns using your services
 - h. Customer Base and any additional information in support of this proposal
 - i. Any additional information in support of this proposal.
2. Project Management and Key Personnel
 - a. Respondents shall provide profiles of the key personnel who will be involved in this project, including the following information
 - i. Identity of the key personnel who will be responsible for performing each services/task.
 - b. Respondents should also outline the proposed arrangements to manage this contract with details of the proposed reporting and liaison arrangements.

4.0 Evaluation & Award Criteria

. The Village shall evaluate each proposal and base its decision on the criteria listed below. The Village reserves the right to reject any and all proposals deemed to be unresponsive. The Village also reserves the right to waive any informalities, irregularities and technicalities in procedures.

4.1 Qualification Process

The contract will be awarded from the qualifying tenders on the basis of the most economically advantageous tender using the following award criteria:

- ☐ Quality of the proposal.
- ☐ Demonstrated understanding of the requirements and
- ☐ Range of previous relevant experience.
- ☐ Quality of resources available to provide consistent, professional services or products.
- ☐ Ability to meet the project timescale.
- ☐ Fixed monthly license rate and any revenue share if applicable..

4.2 Evaluation Criteria

Proposals will be evaluated on the following criteria:

- ☐ Proven track record of organization and/or key personnel in providing proposed services.
- ☐ Financial viability
- ☐ Compatibility to existing programs and services at RecPlex

4.3 Award Criteria

The contract will be awarded from the qualifying proposals on the basis of the most economically advantageous proposal applying the following award criteria:

- ☐ Fixed monthly license rate and any revenue share if applicable.
- ☐ Demonstrated understanding of services offered
- ☐ Education and Training
- ☐ Experience
- ☐ Financial capacity
- ☐ Professional qualifications
- ☐ Quality of proposal document submitted
- ☐ Reference sites
- ☐ Stated ability to meet all the minimum requirements
- ☐ Timeframe

4.4 Most Economically Advantageous Proposal

The Village of Pleasant Prairie reserves the right to reject any proposal. The highest proposal will not necessarily be accepted.

The contract will NOT be awarded solely on the basis of the most economically advantageous proposal.

4.5 Request for Additional Information from Respondents

The Village of Pleasant Prairie reserves the right to request additional information from the Respondents after the closing date. If necessary a short-list of organizations may be invited to attend an interview and make a presentation based on the proposal and to answer any questions arising.

The nominated support personnel should be among those making the presentation.

4.6 Discussions with Respondents

Discussions may be conducted with Respondents whose proposals have the potential for being selected for award in order to:

- ☐ Explore the Village of Pleasant Prairie requirements and the Respondent's proposal.
- ☐ Facilitate arriving at a contract that will be most advantageous to the Village of Pleasant Prairie, taking into consideration price and other evaluative factors.

4.7 Contractual Terms and Conditions

Where a contract is agreed, it becomes binding only upon the approval of the Village of Pleasant Prairie Board of Trustees and services cannot be rendered until such time.

4.8 Amended Proposals

The Respondent may submit an amended proposal before the due date. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such.

The Village of Pleasant Prairie will not merge, collate, or assemble any proposal materials.

4.9 Respondents Rights to Withdraw Proposal

The Respondent can withdraw its proposals at any time prior to the deadline for receipt of the proposal. The respondent must submit a Written Withdrawal Request signed by its authorized representative(s) addressed to the Village of Pleasant Prairie's Administrator.

4.10 Termination

The Village of Pleasant Prairie reserves the right to cancel this Request for Proposal at any time, and to reject any or all proposals submitted, where such action may be in its best interest.

Any contract awarded as a result of this process may be terminated if sufficient authorizations do not exist.

5. Appendix A — Terms and Conditions

All information provided to this Request For Proposal will be treated in strict confidence by Respondents.

Information supplied by Respondents will be treated as contractually binding. However, the Village of Pleasant Prairie reserves the right to seek clarification of any such information.

The Village of Pleasant Prairie undertakes to use its best endeavors to hold confidential any information provided by Respondents in response to this document, subject to its legal obligations.

All payments under the contract will be conditional on the Respondent being in possession of valid certificates.

The Village of Pleasant Prairie will not be liable in respect to any costs incurred by suppliers in the preparation of proposals.

Late or incomplete proposals will be rejected.

Proposal must be completed in accordance with the Format of Proposal as specified in this document.

5.1 Contract Award / Termination

The Village of Pleasant Prairie reserves the right to cancel/postpone the contract award.

The Village of Pleasant Prairie is not legally obliged to accept the highest of any proposal.

The Village of Pleasant Prairie reserves the right to reject in whole or in part, any or all proposals received.

5.2 Site Visits

Where a site visit by the Respondent is deemed necessary prior to submission of the Proposal, the Village of Pleasant Prairie shall arrange this with the appropriate personnel.

5.3 Indemnities and Sureties

Before the contract starts, the tenant shall take out an insurance policy indemnifying itself and the Village of Pleasant Prairie in respect of all claims.

6. Appendix B —Format of Submission

6.1 Company details

Company Details	
Company name	
Address	
Zip Code	
Telephone No	
Website	

6.2 Type of Company

Type of Company	
Sole trader	
Partnership	
Private	
Public	
Limited liability	
Other (please specify)	
Date of Company Registration	
Company Registration Number	
Number of employees	

6.3 Key Personnel

Please provide details of all personnel who will be dedicated to this project indicating qualifications and relevant experience.

Name	Qualification	Experience

6.4 References

Provide the names and addresses of three organizations that are prepared to act as references on your behalf. Ensure that all references are relevant to the Request For Proposal.

References	
Name	
Address	
Website	
Telephone Number	
Email	
References	
Name	
Address	
Website	
Telephone Number	
Email	
References	
Name	
Address	
Website	
Telephone Number	
Email	

7.0 Appendix A — Proposal Checklist

The proposal should include sufficient information to permit the evaluation of the Respondent’s competency. To assist this process, the following checklist should be completed and returned with your proposal:

Item	Checklist
Describe proposed utilization of space.	<input type="checkbox"/>
Outline of Respondent’s service/product expertise and experience.	<input type="checkbox"/>
References to similar projects carried out in the previous 3 years.	<input type="checkbox"/>
Fixed monthly license rate and any revenue share if applicable.	<input type="checkbox"/>
Additional information relevant to the proposal	<input type="checkbox"/>

8.0 Appendix B — Signature Page and Legal Status

The Undersigned Certified That They Are An Official Legally Authorized To Bind Their Firm And To Enter Into A Contract Should The Village Accept This Proposal.

Proposal By: _____ (Name of Firm)

Legal Status of Respondent: Plicense Check the Appropriate Box

A. Corporation _____ State Of Incorporation _____

B. Partnership _____ List Names: _____

C. LLC _____

D. DBA _____ Explain: _____

Signature of Respondent: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No. () _____

Signed This _____ Day of _____ 2006