



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

REQUEST FOR PROPOSALS
for the operation of the concessions at
GRANT PARK BEACH CONCESSIONS STAND
located at the southern end of Grant Park on the shores of Lake Michigan

Proposal Due Date:

**May 14, 2010
5:00 p.m.**

Pre-Proposal Site Tour:

**May 3, 2010
1:00 p.m.
Grant Park Beach Concession Stand**

**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 operate a concessions business at the Grant Park Beach Concessions Stand (hereinafter referred to as “Concessions”) located at the southern end of Grant Park along the shores of Lake Michigan (**please see Exhibit A**). With proper long-term vision, DPRC expects the Concessions 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 vendors to submit proposals to operate the Concessions on an exclusive basis for an initial contract period of one (1) year (the 2010 summer season) with the possibility for two (2) additional one (1) 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 Concessions, and (2) ensure that Milwaukee County receives adequate and appropriate compensation from private businesses allowed to operate on park property.

B. DESCRIPTION OF THE CONCESSIONS

The Milwaukee County Department of Parks, Recreation and Culture operates a seasonal food and beverage snack concession stand known as the Grant Park Beach Concessions Stand. The Concessions sells food, beverages and other concessionable items to the patrons on the beach and in the Park. The Concessions is open seven (7) days per week from approximately Memorial Day to Labor Day, weather permitting.

DPRC is seeking a qualified vendor to plan, manage, and operate the Concessions according to all the terms and conditions listed in this RFP. For the privilege operating the Concessions, the vendor will pay to the County a percentage (%) of the gross receipts, which is defined as the total of all merchandise sales, less sales tax. The successful vendor shall also pay DPRC \$175 per month for utilities each month the Concessions is in operation.

C. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The objective of the Request for Proposals (“RFP”) is to award a one (1) year Concessions Agreement (hereinafter “Agreement”) with the possibility for two (2) additional one (1) year options to an operator who will accomplish the following:

- Provide food, beverage, and other concessionable services to meet or exceed the needs and expectations of the beach patrons and DPRC;
- Maximize attendance through featured menu items, service, ambiance, and Special Events marketing;
- Reach out to the community to increase the current usage of the Concessions through the use of marketing and advertising.

D. RECEIPT OF PROPOSALS

Each proposer shall submit one (1) original and three (3) copies of its proposal. Proposals

will be accepted until **5:00 p.m., local time, on May 14, 2010**. Proposals must be submitted in a sealed envelop or box clearly marked on the outside and mailed or delivered to the following address:

Proposal for the Operation of the Concessions at Grant Park Beach
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, e-mailed, or faxed 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

F. PRE-PROPOSAL SITE INSPECTION

A pre-proposal site inspection will be held at **10:00 a.m. on May 3, 2010**, at the Grant Park Beach Concessions Stand. Each proposer is encouraged to attend this site inspection. Reservations for the inspection of the Concessions are required in advance, and can be made by calling Mr. Paul Kuglitsch at (414) 257-8017.

The purpose of the inspection will be to view and discuss operations, services, bids forms and contract issues of the RFP. DPRC representatives will be available to answer questions; however, proposers will be asked to submit any other questions in writing to facilitate an official written response. Any verbal responses will be best effort but not official answers. All written questions must be submitted by **May 7, 2010**. Changes to the requirements of the RFP can only be made in writing by addendum to the RFP and mailed by **May 7, 2010**, or in any case, not later than one (1) week prior to the Proposal due date.

Section II
PROPOSAL ITEMS, REQUIRED OPERATING 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 vendor's 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 vendor. 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 OPERATING RESPONSIBILITIES

The following are selected areas of operating 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" food and beverage at this site only. DPRC reserves the right to award a contract with one or more additional vendors to provide food and beverage and/or other concessionable items in other areas at Grant Park.

1. Cleanliness

Concessionaire shall, at its own expense, keep the premises and the surrounding area, at least twenty-five (25) feet, 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 vendor shall prevent any such matter or material from being or accumulating upon said premises.

Vendor, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the County receptacles. The vendor will incur the cost of all excessive garbage pick-up from the Concessions during the term of the agreement.

2. **Utilities**

The vendor shall remit to the County \$175.00 per month as contribution to County's utility charges.

3. **Maintenance of Equipment**

Vendor shall, at all times and at its own expense, keep and maintain all equipment, whether owned and/or installed by vendor or County, such as, but not limited to, all of the fixtures, plate and mirror glass, equipment, and personal property therein, in good repair and in a clean, sanitary, and orderly condition and appearance.

No equipment provided by the County shall be removed or replaced by vendor without the prior written consent of the Parks Director, and if consent is secured, such removal and/or replacement shall be at the expense of vendor.

4. **Obligations of the Concessionaire**

- Provide food, beverage, and other concessionable services to meet or exceed the needs and expectations of the public and DPRC;
- Meet all local health code requirements;
- Obtain all necessary permits and licensing for the operation of a food and beverage concession in South Milwaukee;
- Provide any equipment necessary for the proposed service that is not already provided by DPRC (note: there is no kitchen equipment on-site);
- Reimburse DPRC for any repairs of the facility or equipment due to the negligence of the vendor or its employees;
- 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;
- Be responsible for the cleanliness of the public restrooms during the hours of operation of the Concessions;
- 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 Concessions;
- 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 concession agreement shall be for one (1) year, effective on the date of execution, with a possibility for two (2) additional one (1) 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	\$1,000,000 Per Accident
All Autos-Owned, non-owned and/or hired Uninsured Motorists	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 vendor understands that Grant Park Beach is part of a public park 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 Concessionaire shall pay all taxes of whatever character which may be levied or charged upon the Concessionaire to use the premises, or upon the improvements, fixtures, equipment or other property, or upon the operations under this Agreement.

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 **Attachments A through D.**

3. Important Notices

Candidates 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)

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. | Qualifications and experience of the vendor in providing food and beverage concessions | 50% |
| b. | Quality of products and reasonableness of pricing | 25% |
| c. | Percentage of revenue to the County | 25% |

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.



Grant Park

100 E. Hawthorne Ave.
(414) 762-1550

Park Legend

- Park Land
- Wooded Area
- Sand Beach
- P** Parking Lot
- Park Building
- 7** Reservable Picnic Area with Shelter, water, and restrooms (Tents allowed)
- Restrooms
- 9** Reservable Picnic Area (Tents allowed)
- T** Trailhead—7 Bridges Hiking Trail
- Oak Leaf Trail (Recreational Trail)
- ~ Trail Segment
- Exceptional Native-Plant Community
- Golf Course (18 holes)
- Soccer Fields
- Softball Diamond
- Tennis Courts
- Tot Lot
- Concessions
- Public Phone

Pavilion & Picnic Reservations
(414) 257-8005

Parks Information
(414) 257-PARK (7275)
countyparks.com

UPDATED AUGUST '05



0 170 340 680 1,020 1,360 Feet
PARK ACREAGE: 374.60

Lake Michigan

Beach Access (stone staircase)

Service Yard

10th Tee Building

Golf Clubhouse

Public Sculpture
Beach House

Oak Creek Parkway

Warnimont Park

ATTACHMENT A

BUSINESS INFORMATION and EXPERIENCE QUESTIONNAIRE

1. What is the full legal name of your 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.

Operation of the Concessions at Grant Park Beach

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 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, local office, prior experience, and history of the company.

- i. State the number of years you have operated a food and beverage concession _____
- ii. Where is (was) the location of the F&B concession? _____

- iii. What is (was) the name of the F&B concession? _____
- iv. State the number of years you have held either a Class B or liquor license _____
- v. Provide the permit/license number and the City granting the permit / license _____
- vi. Number of employees at the location which will service this Agreement _____
- g. The Vendor 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.
- h. 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:

Sale of food and beverages - Percentage of Gross Revenue*

_____ % of gross revenue - Minimum 15%

**"Gross Revenue" is defined as all sales of all food and beverage or other merchandise, 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 undersigned agrees to all terms and conditions contained in this entire document, including all appendices and drawings.
If exceptions are listed, the undersigned agrees to all terms and conditions contained in this entire document, with those noted exceptions.

2. Exceptions attached? Yes
 No

ATTACHMENT D

SUGGESTED FOOD AND BEVERAGE ITEMS

List below the top fifteen (15) products you envision selling at the Grant Park Beach Concessions Stand, including suggested retail price. Please include size and weight of products in ounces.

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