



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

**REQUEST FOR PROPOSALS**  
for the operation of a  
**BEER GARDEN CONCESSION**  
at various Milwaukee County Parks locations

**Proposal Due Date:**

**January 20, 2012**  
**5:00 p.m.**

**Pre-Proposal Site Tour:**

**Available Upon Request**  
**Various Milwaukee County Parks Locations**

**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 (“Proposer”) to operate a beer garden concession (hereinafter referred to as “Concession”) at one or more Milwaukee County parks locations (please see **Exhibits A – D**). With proper long-term vision, DPRC expects the Concession to become another wonderful community asset and addition to the County’s award winning park system.

This Request for Proposals (“RFP”) is an invitation for qualified vendors to submit proposals to operate a beer garden concession on an exclusive basis for an initial contract period of three (3) years with the possibility of two (2) additional consecutive one (1) year periods if mutually agreeable.

The Proposer shall demonstrate the ability to perform in this type of business and clearly articulate achievable plans for operation. DPRC’s goals are to (1) provide the public with the best and most satisfactory service from the Concession, and (2) ensure that Milwaukee County receives adequate and appropriate compensation from private businesses allowed to operate on park property.

**B. DESCRIPTION OF THE CONCESSION**

The County owns and operates several facilities at various parks locations that could be used in support of the Concession. These facilities are either underutilized or in need of capital improvement to become operable. The successful Proposer will be responsible for renovating and updating the facilities in which the Concession operates to ensure the facilities are functioning in a manner compliant with appropriate codes, laws, and regulations at **NO COST** to the County. In addition to beer, the Concession will be expected to offer food, other non-alcoholic beverages, and merchandise. The Concession is expected to be open daily from approximately Memorial Day to Labor Day, weather permitting. The actual days and hours will be agreed upon between the County and the successful Proposer.

DPRC is seeking a Proposer to plan, manage, and operate the Concession according to all the terms and conditions listed in this RFP. For the privilege operating the Concession, the Proposer will pay to the County either a percentage (%) of the gross receipts, which is defined as the total of all merchandise sales less sales tax, or on a fee schedule tied to some other measurable standard. The successful Proposer shall also pay DPRC \$175 per month for utilities each month the Concession is in operation.

**C. CONCESSION LOCATIONS UNDER CONSIDERATION**

In the event that sufficient interest is received, the County is considering but is not required to locate the Concession in one or more of the parks locations listed below. If, in addition to the sites enumerated below, the Proposer believes this type of Concession would be viable at another location, please add the location to the proposal.

1. Brown Deer Park Boathouse – **Exhibit A**

The Boathouse is located on the northeast portion of Brown Deer Park, at the

northern bank of the lagoon. The building is a 3,309 sq.ft. one (1) story structure with a full walkout basement or lower level. It is currently used for meetings, functions, and comfort and warming during the winter season.

2. Estabrook Park Comfort Station – Central – Exhibit B  
The Comfort Station – Central is located within Estabrook Park. The building is a 1,402 sq.ft. one (1) story structure. It is currently used to provide restroom services to park patrons and contains a concession area now used for storage.
3. Wilson Park Storage/Concession Building – Exhibit C  
The Storage/Concession building is conveniently located adjacent to the Wilson Recreational Center and behind the County's Stadium Baseball Diamond. This location includes a significant amount of outdoor paved surface space.
4. Kletzsch Park Pavilion – Exhibit D  
This building is situated within Kletzsch Park and is a 1,130 sq.ft. one (1) story structure. It contains restrooms, an office, concession area and main shelter rooms and is currently used to provide restroom and picnic services to park patrons.

Proposers may include one or more locations in their proposal, including locations not listed above. Please be advised that no more or less weight will be given to proposals that include more than one location. The parks locations cited above are for consideration only, and the proposals received will be evaluated to determine the interest in and viability of each location or any other location.

**D. OBJECTIVE OF THE REQUEST FOR PROPOSALS**

The objective of this Request for Proposals ("RFP") is to award a three (3) year Concession Agreement (hereinafter "Agreement") with the possibility for two (2) additional consecutive 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 park patrons and DPRC;
- Maximize park attendance through featured menu items, service, ambiance, and special events marketing;
- Reach out to the community to increase the current usage of the Concession through the use of marketing and advertising.

**E. 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 January 20, 2012.** 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 a Beer Garden Concession  
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.

**F. 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

**G. PRE-PROPOSAL SITE INSPECTION**

Pre-proposal site inspections are available upon request. Each Proposer is encouraged to schedule and attend a site inspection of the location(s) of most interest. Reservations for site-inspections can be made by calling Mr. Paul Kuglitsch at (414) 257-8017.

The purpose of site-inspection is 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.

**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 Proposer'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 or clarify a proposal shall be the sole responsibility of the Proposer. 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 successful Proposer. Any award of contract resulting in an Agreement between DPRC and a Proposer will be "exclusive" food and beverage at the selected parks location 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 of the Parks.

**1. Cleanliness**

Proposer 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.

Proposer, 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 Proposer will incur the cost of all excessive garbage pick-up from the Concession during the term of the agreement.

**2. Utilities**

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

**3. Maintenance of Equipment**

Proposer shall, at all times and at its own expense, keep and maintain all equipment, whether owned or installed by Proposer 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 Proposer without the prior written consent of the Parks Director, and if consent is secured, such removal or replacement shall be at the expense of Proposer.

**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 the City Milwaukee
- Provide any equipment necessary for the proposed service that is not already provided by DPRC
- Reimburse DPRC for any repairs of the facility or equipment due to the negligence of the Proposer 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 Concession
- Operate as an independent contractor responsible for all applicable taxes, including sales tax and withholding tax
- By the 15<sup>th</sup> 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 Concession
- Allow for inspection by the appropriate DPRC Staff at all times
- Comply with all current DPRC practices, including compliance with current DPRC agreements, including use of DPRC's exclusive non-alcoholic beverage provider, and forgoing the sale of glass bottles and gum

**C. CONTRACTUAL PROVISIONS**

The following are selected contractual provisions which will be required.

**1. Term**

The term of the Concession Agreement shall be for three (3) years, effective on the date of execution, with a possibility for two (2) additional consecutive 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 Proposer 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 will be named as an additional insured for General Liability and Automobile Liability. A waiver of subrogation for Workers Compensation by endorsement in favor of Milwaukee County shall be provided. 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 Proposer understands that each of the parks locations 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 facilities as contemplated by the Agreement.

**5. Taxes**

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

**Section III**  
**SUBMISSION REQUIREMENTS; EVALUATION; AWARD**

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

**1. Cover Letter**

Proposers are 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 Proposer
- 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**

Proposers 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 Proposer 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.

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|----|--|-----|
| a. | Qualifications and experience of the Proposer in providing food and beverage concessions | 50% |
| b. | Percentage of revenue or otherwise to the County   | 35% |
| c. | Quality of products and reasonableness of pricing  | 15% |

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 your company?

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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.

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ii. If a partnership, list all partners.

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

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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?

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

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

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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 \_\_\_\_\_
7. 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 D

### LOCATION(S) AND SUGGESTED FOOD AND BEVERAGE ITEMS

1. Location(s): \_\_\_\_\_

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2. List below the top fifteen (15) products you envision selling at the Concession, 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. _____	\$ _____