



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

Request for Proposals
to provide
CATERING AND FACILITY MANAGEMENT SERVICES
at the Boerner Botanical Gardens,
located in historic Whitnall Park

Proposal Due Date:

**October 5, 2012
5:00 p.m.**

Pre-Proposal Site Tour:

**September 13, 2012
10:00 a.m.**

**Section I
GENERAL**

A. INVITATION

The Milwaukee County, Department of Parks, Recreation and Culture (“DPRC” or the “County”), is pleased to offer an exciting opportunity for a well qualified individual or company (“Proposer”) to provide exclusive food, beverage, bar, and banquet services and facility management services at the Boerner Botanical Gardens Education & Visitors Center (the “Center”), a wonderful community asset located at the Boerner Botanical Gardens in historic Whitnall Park, Hales Corners, Wisconsin. The Boerner Botanical Gardens is an internationally renowned horticultural showplace, offering a place for people to go to enjoy water features, wildlife, flowers and trees. With proper long-term vision, DPRC expects the operation to enhance the Center and the Gardens and become a wonderful addition to the County’s award winning park system.

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 operation, and (2) ensure that Milwaukee County receives adequate and appropriate compensation from private businesses allowed to operate on park property.

B. DESCRIPTION OF THE SITE

Located in Milwaukee County’s beautiful 625-acre Whitnall Park, the Boerner Botanical Gardens and Visitor’s Center serves over 200,000 visitors annually. The Gardens feature an outdoor Annual Garden, Bog Walk, Daylily Walk, Herb Garden, Peony Garden, Perennial Garden, Rock Garden, Rose Garden, Shrub Mail, Rain Harvesting Garden, and Trial Garden. The Center, constructed in 2003, features an atrium, gift shop, café, two (2) formal reception halls with catering kitchen, multimedia room, laboratory classrooms, office space, and storage facilities. The successful Proposer will be responsible for providing daily café service during the high season (approximately May – September), year round catering service for meetings, banquets and wedding receptions, and year round janitorial service of the Center.

Center Hours: 8:00 a.m. – 6:00 p.m. daily, mid-April through Oct.
8:00 a.m. – 4:00 p.m. Mon. – Fri., Nov. through mid-April

Garden Hours: 8:00 a.m. – Dusk daily, mid-April – Oct.

Boerner Botanical Gardens Education & Visitor Center Amenities

The successful Proposer will be expected to provide café and catering services for the following Center amenities:

- Nell’s Café – a cafeteria providing daily lunch specials to Center visitors. The café is open during the Center’s high season from approximately 11:00 a.m. to 3:00 p.m.
- Boerner Hall – a formal divisible reception hall with a catering kitchen and view of the Gardens. Ideal for wedding receptions, horticultural exhibits, and corporate meetings. The capacity of Boerner Hall is 285 sit-down; 350-400 theater style.
- Garden Room – another formal reception hall, adjacent to Boerner Hall, with a view of the Gardens. The capacity of the Garden Room is 96 sit-down; 170 theater style.

- Multimedia Room – a spacious meeting facility with state-of-the-art technologies. The capacity of the Multimedia Room is 96 classroom style; 180 theater style.
- Laboratory Classrooms – four (4) classrooms ideal for horticultural society or small business meetings – and also available for birthdays, special events, and as bridal party changing rooms or storage areas for large events. The capacity of the Laboratory Classrooms varies from 36 to 45.

DPRC rents the above mentioned portions of the Center to the public for corporate meetings, educational programs, birthday parties, and wedding receptions, among other uses. The successful Proposer will be expected to operate Nell's Café and provide catering services upon request to those individuals or businesses renting space at the Center. Catering services range from coffee and pastries, to formal sit-down dinners and receptions. Proposers may suggest scheduling reoccurring specialty events, e.g. Sunday Brunches, etc.

THE SELECTED CATERER WILL, IN COORDINATION WITH DPRC CENTER STAFF, SCHEDULE ALL EVENTS AT THE CENTER, INCLUDING EVENTS NOT USING CATERING SERVICES.

DPRC is seeking a Proposer to plan, manage, and operate Nell's Café and the catering services at the Center, and to perform janitorial services (e.g., cleaning of restrooms, stairwells, floors, windows, walls, carpets, chairs, equipment, garbage removal, etc.) at the Center, according to all the terms and conditions listed in this RFP. For the privilege operating at the Center, the Proposer will pay to the County either a percentage (%) of the gross receipts, which is defined as the total of all food and beverage sales less sales tax, or on a fee schedule tied to some other measurable standard offered by the Proposer.

C. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The objective of the RFP is to award an exclusive ten (10) year contract, with the option to extend the contract for an additional five (5) years if mutually agreeable to the operator and the County. DPRC expects the operator to accomplish all of the following:

- Provide food, beverage, bar and banquet services to meet or exceed the needs and expectations of the public
- Maximize attendance at the Center and the Gardens through featured menu items, service, ambiance, and special events
- Provide janitorial service to the common/public areas of the Center during open hours and special event times
- Reach out to the community to increase the current usage of the Center and the Gardens through marketing and advertising

The County reserves the right to utilize alternate catering services or no catering services at all for County sponsored events.

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 October 5, 2012.** Proposals must be submitted in a sealed envelope or box clearly marked on the outside and mailed or delivered to the following address:

Proposal for Catering Services at Boerner Botanical
Milwaukee County Parks Department
Attn: Joe Roszak, Chief of Rec. and Bus. Operations
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. The County may, at its sole discretion, change the proposal deadline.

E. QUESTIONS CONCERNING THE RFP

Please direct all comments and questions to Joe Roszak, the Chief of Rec. and Bus. Operations. 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 Parks Department
Attn: Joe Roszak
9480 W. Watertown Plank Road
Wauwatosa, WI 53226
Phone: (414) 257-8075
Fax: (414) 257-6466
Email: joe.roszak@milwcnty.com

Interested parties are encouraged to provide contact information to DPRC to be apprised of any updates to the RFP. The County will not be responsible for any interested party not receiving updated information provided to other interested parties.

F. PRE-PROPOSAL SITE INSPECTION

A pre-proposal site inspection will be held at **10:00 a.m. on September 13, 2012**, at the Center. Each Proposer is encouraged to attend this site inspection. Reservations for the inspection of the Center Facilities are required in advance, and can be made by calling Mr. Joe Roszak at (414) 257-8075. All of the facilities, with the exception of the catering kitchen, office, and storage areas are open to the public and can be viewed at the Proposer's leisure. The non-public facilities will be included in the Pre-Proposal Site Inspection described above.

The purpose of the inspection will be to view and discuss operations, services, bids forms and contract issues. 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 **September 21, 2012**. Changes to the requirements of the RFP can only be made in writing by addendum to the RFP and emailed by **September 28, 2012**.

G. DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOALS

Milwaukee County has a Disadvantaged Business Enterprise ("DBE") goal of 10% for this contract, applicable to goods and services, purchases and subcontracts. Proposers must demonstrate that they will either meet the 10% goal or make good faith efforts to meet the goal. Information on the DBE requirements may be obtained by contacting the

office of Community Business Development Partners at 414-278-5248. Please see the attached DBE requirements at the end of the RFP.

Section II
PROPOSAL ITEMS, REQUIRED OPERATING RESPONSIBILITIES, AND
CONTRACTUAL PROVISIONS

A. PROPOSAL ITEMS

All submittals (Attachments A through E) shall be completed and returned with your proposal, including 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 a Contract between DPRC and a Proposer will be "exclusive" for the Center only. DPRC reserves the right to award a contract with one or more additional caterers to provide food and beverage or other concessionable items in other areas of the Gardens.

1. Rentals

DPRC retains all receipts from the rentals at the Center, as well as any parking revenue

2. Cleanliness

Proposer shall, at its own expense, keep the common/public areas of the Center 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 caterer shall prevent any such matter or material from being or accumulating at the Center.

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.

3. Utilities

The Proposer shall remit to the County thirty three percent (33%) of the Center gas, electric, sewer, water, fire protection, and phone bills.

4. Equipment

Proposer shall, at all times and at its own expense, 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, catering kitchen equipment, walls, floors, carpeting 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 and all new equipment becomes the property of the County at the termination of the contract.

5. Experience

Caterers and their subcontractors must have at least **three (3) years** of continuous experience in the ownership, management, and operation of a food and beverage catering operation. Each proposal will be reviewed for various criteria, such as Caterer's relevant experience and history.

6. Obligations of the Caterer

- Provide food and beverage services, and janitorial services at the Center to meet or exceed the needs and expectations of the public and DPRC
- In coordination with Center Staff, schedule all events at the Center
- Meet all local health code requirements
- Obtain and pay for all necessary permits and licensing for the operation of a food and beverage catering service at the Center
- Mutually agree with the Parks Director the hours of operation and days of service
- 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, including catering equipment, and the carpets and walls and floors, in a state of cleanliness and repair to prevent injuries to the public
- Caterer shall be responsible for all costs relating to the booking, planning, and catering of events, as well as general cleanup of the site at the conclusion of its events
- Be responsible for keeping the catering service areas, including Nell's Café, the reception halls, multimedia room, laboratory classrooms clean and free of trash and litter
- Be responsible for keeping the common/public areas of the Center, including the restrooms and immediate outside area, free of trash and litter

- 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 financial statement of receipts (format to be agreed upon) along with the commission payments to DPRC
- Provide all advertising and signage for the operation of the Catering Service
- 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
- Tables and chairs are owned by the County, but may be used by the caterer at no-charge. The Caterer will be responsible for the setup and teardown for all events. Tables and chairs requiring replacement due to damage or at the end of their service life is the responsibility of the Proposer
- Expertise in the preparation and serving of various ethnic foods as well as special dietary needs. Address your capabilities and experience in this regard in Attachment D, "Proposed Menus."
- Liquor and bar prices must remain consistent whether or not food is being served
- All proposed price increases for food, drinks, and liquor must be approved by the Parks Director prior to implementation

C. CONTRACTUAL PROVISIONS

The following are selected contractual provisions which will be required.

1. Term

The term of the Catering Contract shall be for ten (10) years, effective on January 1, 2014, with a possibility for one (1) additional consecutive five (5) year renewal period, if mutually agreeable to the Parties. The Caterer is not permitted to book the Center beyond the initial term expiration date, or December 31, 2024.

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.

3. INSURANCE

Contractor shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as required and approved by the County Director of Risk Management and Insurance. Acceptable proof of such coverages shall be furnished to the Director of Risk Management and Insurance prior to services commenced under this Contract.

Contractor shall provide evidence of the following coverages and minimum amounts.

It is understood and agreed that Contractor shall obtain information on the

professional liability coverages of all sub-consultants and/or sub-contractors in the same form as specified above for review of the County.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers Compensation (with waiver of subrogation)	Statutory
Employers Liability \$100,000/\$500,000/\$100,000	
Commercial/Comprehensive General Liability	
General Aggregate	\$2,000,000 per occurrence
Bodily injury/Property Damage occurrence	\$1,000,000 per
Personal Injury occurrence	\$1,000,000 per
Contractual Liability	\$1,000,000 per occurrence
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 per accident
All Autos – owned and non owned and/or hired Uninsured Motorist	per WI requirements
Liquor Liability Insurance	\$1,000,000 per occurrence

Milwaukee County, as its interests may appear, shall be named as an additional insured for general, automobile, as respects the services provided in this Contract. 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 thirty (30) day written notice of cancellation, nonrenewal, or material change shall be afforded to the county.

Contractor shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as required and approved by the County Director of Risk Management and Insurance. Acceptable proof of such coverages shall be furnished to the Director of Risk Management and Insurance prior to services commenced under this Contract.

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<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers Compensation	Statutory (with waiver of subrogation)
Employers Liability	\$100,000/\$500,000/\$100,000
Commercial/Comprehensive General Liability	
General Aggregate	\$2,000,000 per occurrence
Bodily injury/Property Damage	\$1,000,000 per occurrence
Personal Injury	\$1,000,000 per occurrence
Contractual Liability	\$1,000,000 per occurrence
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 per accident
All Autos – owned and non owned and/or hired	
Uninsured Motorist	per WI requirements

Milwaukee County, as its interests may appear, shall be named as an additional insured for general liability, automobile, and liquor liability as respects the services provided in this Contract. 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 thirty (30) day written notice of cancellation, nonrenewal, or material change shall be afforded to the county.

The insurance specified above shall be placed with at least an A-/VIII rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin.

A Certificate of Insurance shall be submitted for review to the County Risk Manager for each successive period of coverage for the duration of this Contract.

4. Public Access

The Proposer understands that the Center 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 Contract.

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 E**.

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 a Contract 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 below (Section III, Sub-Section B-2) 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 Menus and Pricing (Attachment D)
- e. Marketing Plan (Attachment E)

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 Proposer in providing food and beverage catering services | 40% |
| b. | Percentage of revenue or otherwise to the County | 35% |
| c. | Quality of products and reasonableness of pricing | 15% |
| d. | Marketing plan for attracting new business | 10% |

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

C. CONFLICT OF INTEREST

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

County Ordinance 9.05 (2) (1) applies:

“No person(s) with a personal financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any County official who has approval authority over that contract during its consideration. Contract consideration shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by Section 9.15 unless an acceptance by an elected official would conflict with this section.”

D. REGULATIONS

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

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

ATTACHMENT A

**BUSINESS INFORMATION
and
EXPERIENCE QUESTIONNAIRE**

1. What is the full legal name of 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.

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 catering service _____

ii. Where is (was) the location of the catering services?

iii. What is (was) the name of the catering service? _____

iv. State the number of years you have held liquor license _____

v. Provide the permit/license number and the City granting the license

vi. Expected number of employees at the location which will service this Contract

- vii. List a minimum of five (5) references, including contact names and phone numbers of organizations for which you have catered formal events for more than 250 attendees.

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.

(Note: this information will be kept confidential and will be returned to the Proposer after the award of contract)

- i. Public Corporations - Last annual report.
 - ii. Private Corporations - CPA-prepared financial statements for the previous year.
 - iii. Partnerships/Individuals - Completed IRS tax returns for the previous year.
8. Has Proposer ever had any judgment or filing of bankruptcy or any other insolvency statute or any appointment of a receiver, trustee, or liquidator of all or substantially all of your company's assets or any other partner or principal owner of your company?

- Yes
- No

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

ATTACHMENT B
FINANCIAL OFFER

1. Financial Offer

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

- (a) Sale of food and beverages, Percentage of Gross Revenue*

_____ % of gross revenue and/or \$ _____ .00 minimum annual guarantee

***“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. DPRC may be willing to negotiate a percentage of sales to fund a segregated account for major maintenance needs.*

OR

- (b) To be suggested by Proposer.

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

By: _____
Proposer

Date: _____

ATTACHMENT D

SUGGESTED MENUS AND PRICING

Provide suggested menus, including pricing for food and beverages.
Include size/weight of products in ounces.
Label the suggested menus: Attachment D-1.

Provide menus of any ethnic foods or special dietary foods, which you have experience in preparing and serving, including suggested pricing.
Include size/weight of products in ounces.
Label these menus: Attachment D-2.

Attach suggested pricing for miscellaneous products, including linens, tableware, centerpieces, or other available items.
Label this listing: Attachment D-3.

Note: Finalists in the selection process may be requested to prepare limited sample servings for evaluation.

ATTACHMENT E

MARKETING PLAN

Provide an attachment outlining how you intend to market your catering services and the Center. Include specifics relating to advertising, signage, websites, professional trade journals, etc.

Please note that the Milwaukee County Parks logo must be included in all promotional literature. DPRC's Marketing Manager will work cooperatively with the successful Proposer in seeking out marketing and cross-marketing opportunities.