



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

REQUEST FOR PROPOSALS
for the operation of a food and beverage concession during the
2011 ROCK THE LAKES MILWAUKEE
event at Veterans Park, 1010 N. Lincoln Memorial Dr., Milwaukee

Response Due Date:

**April 1, 2011
5:00 p.m.**

**SECTION 1
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 qualified caterer or concessionaire (the "Vendor") to operate a food and beverage concession during the August 20 & 21, 2011, ROCK THE LAKES MILWAUKEE event (the "Event") in Veterans Park, located at 1010 N. Lincoln Memorial Drive in the City of Milwaukee.

This request for proposal ("RFP") is an invitation for qualified Vendors to submit proposals to operate the concession on an exclusive basis.

DPRC's goals are to (1) provide the Event goers 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

Each year DPRC hosts a cadre of special events at Veterans Park along the beautiful shores of Lake Michigan in the City of Milwaukee. DPRC is pleased to announce that on August 20 & 21, 2011, Rock the Lakes, Inc. will produce its festival, ROCK THE LAKES MILWAUKEE in Veterans Park. The Event will be gated and a no carry-in policy will be enforced to extent possible. **The Event will host approximately:**

5,000 – 10,000 event goers on Saturday morning
15,000 – 25,000 event goers on Saturday evening
15,000 – 20,000 event goers on Sunday

DPRC is seeking a qualified Vendor to plan, manage, and operate the concession according to all the terms and conditions listed in this RFP. For the privilege of operating the concession, the Vendor will pay to the County a percentage (%) of all gross receipts from Vendor or Vendor's subcontractors, which is defined as the total of all food and beverage sales, less sales tax.

C. SCOPE

The successful Vendor will be issued a concession contract for the Event, slated for August 20 & 21, 2011, between the approximate hours of 9:00 a.m. to 9:30 p.m. on Saturday, and 3:00 p.m. to 9:30 p.m. on Sunday. Food will cease to be sold during keynote speaking portions of the Event, which are expected to take place two (2) times on Saturday, August 20, and one (1) time on Sunday, August 21. The times of the keynote speaking portions will be provided to Vendor no later than two (2) weeks before the Event start date.

D. RECEIPT OF INFORMATION

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 April 1, 2011.** The Proposal must be submitted in a sealed envelope clearly marked on the outside and mailed or delivered to the following address:

Proposal for Food and Beverage Concession – Rock the Lake
Milwaukee County Department of Parks, Recreation and Culture
Attn: Paul Kuglitsch – Contract Services Officer
9480 W. Watertown Plank Road

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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.

Interested parties may email a copy of the proposal addressed to: paul.kuglitsch@milwcnty.com

E. QUESTIONS CONCERNING THE RFP

Please direct all comments and questions to Paul Kuglitsch, Parks 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
Fax: (414) 257-5225
Email: paul.kuglitsch@milwcnty.com

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.

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 for this Event only. DPRC reserves the right to sell food and beverages and general merchandise during the Event; however, DPRC will work with Vendor to minimize direct competition with the sale of Vendor's food and beverage products.

Obligations of the Vendor

- Provide adequate numbers of point-of-sale stations and employees to properly service the Event. The successful Vendor, DPRC and Rock the Lakes, Inc. will collectively determine the locations and numbers of the point-of-sale stations to most effectively and efficiently service the Event (please reference Attachment A to provide this information)
- Obtain all necessary permits and licensing for the operation of a food and beverage concession in the City of Milwaukee, including meeting all local health codes requirements
- Provide any and all equipment necessary for the concession operation, including power, water, and any other utilities and or necessary tools to operate
- Be responsible for pickup, collection and removal of all garbage, litter, and equipment from within the permitted concession locations
- Operate as an independent contractor responsible for all applicable taxes
- 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
- The sale of alcoholic beverages is strictly prohibited

C. CONTRACTUAL PROVISIONS

The contract provision will include, but not limited to, the following:

1. Term

The term of the contract is for the duration of the Event. Vendor may be permitted to drop off and pick up equipment earlier and later than the Event start date in only those locations approved by DPRC.

2. Utilities

During the term of this contract, the Vendor shall be responsible for its own utility service, i.e. be self-contained and self-sufficient. The County will not provide Vendor access to electricity, water or sewer.

3. Insurance

The successful 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
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, 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. Audit

Pursuant to Milwaukee County ordinance section 56.30(6)(e), Tenant shall allow Milwaukee County, the Milwaukee County Department of Audit, or any other party the Milwaukee County may name, when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by the Tenant, including not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes

(including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this Lease, all at no cost to Milwaukee County. Any subcontracting by the Tenant in performing the duties described under this Lease shall subject the subcontractor and/or associates to the same audit terms and conditions as the Tenant. The Tenant (or any subcontractor) shall maintain and make available to Milwaukee County the aforementioned audit information for no less than three years after the conclusion of each Lease term.

5. Interest

Unless waived by County Board of Supervisors, Tenant shall be responsible for payment of interest on amounts not remitted in accordance with the terms of the Lease with Milwaukee County. The rate of interest shall be the statutory rate in effect for delinquent County property taxes (one-percent (1%) per month or fraction of a month) as described in Wisconsin statutes section 74.47(1). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

5.1 Penalty

In addition to the interest described above, Tenant may be responsible for payment of penalty on amounts not remitted in accordance with the terms of the Lease with Milwaukee County, as may be determined by the administrator of this Lease, or designee. The penalty shall be the statutory rate in effect for delinquent County property taxes (.5% per month, or fraction of a month) as described in Milwaukee County ordinance section 6.06(1) and Wisconsin statutes section 74.47(2). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

5.2 Audit Results

If, as a result of the annual audit required herein, additional amounts are disclosed to be due and owing to the County, interest and penalty shall be calculated thereon in accordance with the above method. Tenant shall remit to the County any additional amounts identified due and owing for the audit including interest and penalty thereon within thirty (30) days following receipt of the audit report by the County.

5.3 Nonexclusivity

This provision permitting collection of interest and penalty by Milwaukee County on delinquent payments is not to be considered Milwaukee County's exclusive remedy for Tenant's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by Milwaukee County of any other remedy permitted under the Agreement, including but not limited to termination of this Lease.

6. Inclement Weather

In the event that the conditions of Veterans Park, due to weather or other unforeseen circumstances, call into question the safe and secure operation of the Event, the County shall consult with the Vendor, Rock the Lakes, Inc. and local safety services about the postponement or cancellation of the Event. In the event that the Parties are advised that conditions are not suitable for the continuation of the Event, the Event shall be cancelled or postponed with no further recourse to the County or responsibility to re-schedule the Event.

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. 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 DPRC's Director for award of contract.

In seeking the best and highest quality of services, the successful vendor is required to evidence that it will meet all of the obligations set forth in this RFP, including the ability to provide prompt and efficient service and/or delivery, provide adequate numbers of point-of-sale stations and employees, and provide a quality of product that will meet or exceed the County's expectations. Taking into consideration that the above factors must be met, the contract award will be based upon the following:

- a. Percentage of revenue to the County 100%
food and beverage concessions

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.

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.

D. REGULATIONS

The proposed services shall meet all current, pending and future regulatory requirements of all authorities having jurisdiction over its concession operation, including all the federal, state and local laws and statutes.

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.

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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 _____

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- ii. Where is (was) the location of the F&B concession? _____
- iii. What is (was) the name of the F&B concession? _____
- iv. Provide the permit/license number and the City granting the permit / license _____

as to the Event, taking into consideration the number of attendees, please provide the following information:

- v. Number of point-of-sale stations to effectively operate during the Event _____
 - v. Number of employees at each point-of-sale station to effectively provide services _____
7. 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:

Sale of food and beverages - Percentage of Gross Revenue*

_____ % of gross revenue

**"Gross Revenue" is defined as all sales of all food and beverage, less sales tax. Deductions for client non-payments or bad-debt expenses are not allowed. "All sales of food and beverage" means ALL SALES by Vendor and Vendor's subcontractors, not percentages therefrom.*

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 Event, including suggested retail price. Please include size and weight of products in ounces. *The sale of any alcoholic beverage during the Event is strictly prohibited.

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