



CITY OF RACINE

REQUEST FOR PROPOSALS (RFP)

OFFICIAL NOTICE #2-2019

BEER GARDEN SERVICES

Direct all replies to:

Kathryn Kasper, Purchasing Agent
City of Racine Purchasing Department
730 Washington Ave., Room 105
Racine, Wisconsin 53403
Telephone: 262-636-9143
Fax: 262-636-9100

Purchasing Web Site: <http://www.cityofracine.org/purchasing>

Complete Bid or Proposal packages may be downloaded at the above website. Vendors are responsible for checking this website

for addenda prior to submitting a proposal. The City of Racine is not responsible for the content of any proposal package received through any 3rd party service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party.

SEALED PROPOSALS MUST BE RECEIVED NO LATER THAN:

March 8, 2019 by 1:00 PM, CDT

PURPOSE

The City of Racine Parks, Recreation and Cultural Services Department (“PRCS” or “City”) is pleased to offer an exciting opportunity for a well-qualified individual or company (“Proposer”) to operate a beer garden concession at one or more City of Racine parks locations. With proper oversight and management, the City believes the concession will become another wonderful community asset and addition to the City’s 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 one (1) year with the possibility of two (2) additional consecutive one (1) year periods, if mutually agreeable, to an operator who will accomplish the following: provide beverage and other concession services to meet or exceed the needs and expectations of the park patrons; increase park attendance and awareness through service, ambiance and special events; reach out to the community to increase the current usage of the beer garden concession through the use of marketing and advertising.

The proposer shall demonstrate the ability to perform in this type of business and clearly articulate achievable plans for operation. The City’s goals are to (1) provide the public with the best and most satisfactory service from the concession, and (2) ensure that the City receives adequate and appropriate compensation.

BACKGROUND

The City is located on the western shores of Lake Michigan, and is bordered on the south by the Villages of Mt. Pleasant and Elmwood, on the west by the Villages of Mt. Pleasant and Sturtevant, and on the north by the Villages of Wind Point and Caledonia. Racine encompasses approximately 15.5 square miles and has a population of 78,860. The City, through its Parks, Recreation, and Cultural Services, maintains approximately 118 parks and open spaces around the City encompassing approximately 1,387 acres.

The City owns and operates several facilities at various parks locations that could be used in support of a beer garden concession. These facilities may be in need of capital improvement to operate a beer garden concession. The successful proposer will be responsible for renovating and updating the facilities in which the beer garden concession operates to ensure the facilities are functioning in a manner compliant with appropriate codes, laws and regulations at NO COST to the City.

In addition to beer, the beer garden concession will be expected to offer non-alcoholic beverages with the possibility of food. The City is desirous of the operator providing beer garden concessions on weekends (Thursday through Sunday) from Memorial Day through Labor Day at the Lakeview location and offering “pop-up” beer garden opportunities on either weekend or weekdays at the other two park locations. The operator will be responsible for providing qualified, licensed employees.

BEER GARDEN CONCESSION LOCATIONS UNDER CONSIDERATION

Lakeview Park – 201 Goold Street is a five-acre neighborhood park located in the northwestern portion of the City adjacent to North/Zoo Beach and Racine Zoo overlooking beautiful Lake Michigan. Existing facilities include a sandlot ball diamond, playfield, playground, basketball court, three tennis courts and a community center with indoor space and restrooms. The City would like to see this location run every

weekend Thursdays & Fridays from 5-9pm, Saturdays from 2-9pm and Sundays from 2-7pm; services should be provided between and including Memorial Day and Labor Day with the exception of July 4th.

Lincoln Park – 2200 Domanik Drive is an ADA accessible 25 acre park located in the western portion of the City along the Root River. Existing facilities include a ball diamond, playfield, playground and picnic shelter with restrooms. This location is envisioned as a more of a “pop-up” location with services being provided occasionally. This location may lend itself to more weekday activity as there is an active ball field located in the park.

Island Park – 1700 Liberty Street is an ADA accessible, 21 acre park centrally located within the City along the Root River. Existing facilities include two ball diamonds, playfield, playground, three tennis courts and a picnic shelter with restrooms. This location is envisioned as a more of a “pop-up” location with services being provided occasionally. This location may lend itself to more weekday activity as there is an active ball field located in the park.

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 City and Proposer will be exclusive food and beverage provision at the selected parks location for the purpose of the beer garden concession only. City 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 City receptacles. The Proposer will incur the cost of all excessive garbage pick-up from the beer garden concession during the term of the agreement.

2. 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 City, 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 City shall be removed or replaced by Proposer without the prior written consent of the PRCS Director, and if consent is secured, such removal or replacement shall be at the expense of Proposer.

3. Obligations of the Concessionaire

- Provide food, beverage, and other concessionable services to meet or exceed the needs and expectations of the public and PRCS
- Provide a range of beverages to include both micro and macro breweries
- Meet all local health code requirements
- Obtain all necessary permits and licensing for the operation of food and beverage concession in the City of Racine

- Provide any equipment necessary for the proposed service that is not already provided by City
- Reimburse City 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 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 PRCS
- Provide all advertising and signage for the operation of the Concession
- Allow for inspection by the appropriate PRCS Staff at all times

CONTRACTUAL PROVISIONS

The following are selected contractual provisions which will be required.

1. Term

The term of the Beer Garden Concession Agreement shall be for one (1) year, 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. 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.

4. 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.

SUBMISSION REQUIREMENTS

Qualifications/Technical Proposal

1. Completed Attachment "A"
2. Proposed Service Explanation, Service Plan and Hours of Operation to include the following:
 - a. Provide a brief summary of your understanding of this request and requirements as depicted in this document and identify key issues from your firm's perspective.

- b. Firms are to include their proposed service plan that would be used to provide services with a detailed description of the services to be provided and firm's approach and methods used in providing services.
- c. Include examples of your marketing plan used to draw people to your concession stands and activities typically included with concessions (IE music, games, etc) and what the results are from these activities. Explain how this impacts sales and revenues.
- d. Please describe your experience, if any, related to entertainment services and your approach to maintaining volume while eliminating/minimizing noise disturbances to the neighbors.
- e. The Provider/Contractor shall be responsible for employing adequate staff to provide services under this contract. Indicate in your proposal your staffing plan that would be used to meet the patron's expectations and to provide good service to patrons.
- f. Provide your proposed days and hours of concession sales. Include your recommendations on which weeks of the months would be beneficial to have concessions available and how you firm would promote holiday events such as Memorial Day weekend, Independence Day and the Labor Day weekend.
- g. Provide a listing of all the products you intend to sell through the concession. The City must approve in writing any item for sale prior to the item being sold at the concession.

3. Financial Offer (Attachment B)

All items listed above must be included in the SEALED proposal. Only proposer's names will be read at opening. Proposers must submit four (4) hard copies of the proposals and one electronic copy in pdf format on a flash drive of the proposal in a sealed container clearly identified on the outside of the package as "Official Notice #2-2019".

Packages to be delivered to:

Kathryn Kasper
 City of Racine Purchasing Agent
 730 Washington Avenue, Room 105
 Racine, WI 53403

EVALUATION AND AWARD

The City reserves the right to request additional information to clarify a submitted proposal. Responsive proposals will be scored and ranked in each of the criteria. Furthermore, the City 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.

Evaluation Criteria

All properly completed proposals will be reviewed by a selection committee who shall make a recommendation 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. Proposed service explanation and plan	30%
b. Experience and Qualifications	30%
c. Proposer Stability	20%
d. Financial Offer	20%

CONDITIONS AND AGREEMENTS

Right of Rejection: The City of Racine reserves the right to reject any or all proposals, any portion of a proposal or to accept the proposal considered most advantageous to the City of Racine following final negotiations, evaluations and review.

Prices to be Firm: Respondents certify that prices, terms and conditions in the proposals will be firm for acceptance for a period of 6 months from the date of opening unless otherwise stated by City of Racine.

Instructions to Vendors: Thoroughly examine the scope of work, schedule, instructions and all other solicitation documents. Make all investigations necessary to be familiar with conditions that affect the proposal, such as but not limited to, facilities for delivery of material and equipment. No pleas of ignorance by the respondents as a result of failure to investigate or examine conditions or failure to fulfill details of the contractual documents will be accepted as a basis for varying the requirements of the City or changing the compensation due.

By submission of a proposal: You certify that you are a duly qualified, capable, and otherwise bondable business entity. You affirm that any response has not included any preparation in collusion with any other respondent, and that the contents of any response as to prices, terms or conditions of said response have not been communicated in any manner to any other person engaged in this type of business prior to the official opening of this solicitation.

Contact Person: The City Purchasing Agent (or designee) shall act as the city representative in the issuance and administration of this RFP and contract, and shall issue and receive all documents, notices, and correspondence pertaining to this RFP. Such documents, notices, and correspondence not issued by or received by the City Purchasing Agent (or designee) shall be null and void. Any questions regarding this RFP process must be submitted via e-mail to: Kathryn Kasper, Purchasing Agent kathryn.kasper@cityofracine.org, 262-636-9143

No other employee or representative of the City of Racine is authorized to interpret any portion of this RFP or give information as to the requirements of this Request for Proposals in addition to that contained in or amended to this written RFP document. Respondents are instructed not to contact any other city department or employee regarding this RFP. Any unauthorized contact regarding this RFP to any City employee or official may be cause for rejection of proposals, at the sole discretion of the City.

Questions will be answered via e-mail within three working days. Final date for questions is listed in the Calendar of Events. Answers to questions from any respondent will be provided to all respondent on the vendor list. No verbal or written information, which is obtained other than through this Request for Proposals or its addenda, shall be binding on the City of Racine. Vendors are expected to raise any questions, exceptions, or additions they have concerning this RFP document as soon as possible during the process.

Errors or Omissions: If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this proposal, the vendor should immediately notify the above named individual of such error and request modification or clarification of the RFP document.

The City of Racine reserves the right to permit cure of, or waive any informality, any irregularities or technicalities contained in any proposal submitted, at the sole discretion of the City of Racine, provided such waiver does not substantially change the offer or provide a competitive advantage to any other vendor. Contracts will be awarded in the best interests of the City of Racine.

Specification Exceptions: Respondents are urged to review all RFP documents, including the statement of work, specifications, requirements and evaluation process prior to submitting a response. If a respondent has any objections to the statement of work, specifications, requirements or evaluation process they are urged to submit a written notification prior to the last day for questions as indicated in the Calendar of Events. By submitting a proposal the respondent is indicating their acceptance of the specifications, requirements and evaluation process and will have no standing to protest the specifications, requirements or evaluation process.

Addenda: Changes to this RFP will be made only by formal, written addendum issued by the City of Racine's Purchasing Division. When possible, any such addendum will be electronically mailed to all known respondents, otherwise other transmittal arrangements will be made. Any and all addenda issued as part of this RFP shall become part of the specifications of this RFP and will be made part of the contract. It is the vendors' responsibility to check and assure receipt of any and all addendums.

Award of Contract: The City of Racine does not warrant or guarantee that a contract will be awarded as a result of this Request for Proposals. If a contract is awarded as a result of this proposal, the award will be made to the low, responsive, responsible offeror whose proposal is most advantageous to the City of Racine, at the sole discretion of the City, by the issuance of a City of Racine purchase order or execution of a contract. The City reserves the right to reject any and all proposals and to select the vendor considered by the City to be most advantageous.

Assignment and Subcontracting: The selected Contractor will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title or interest in, to any person, firm or corporation without the written consent of the City of Racine, which will not be unreasonably withheld. All of the terms, conditions and provisions of this Contract, and any amendments thereto, shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

If the City of Racine permits the use of subcontractors, the following will apply:

The contractor is the prime vendor. A prime vendor is the vendor who provides a service and receives a payment for that service. The City considers the prime vendor to be the sole point of contact with regards to contractual matters, including the performance of the services and the payment of any and all charges resulting for contractual obligations.

The prime contractor will be responsible for the contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the contractor must clearly identify the subcontractor including length of time the subcontractor has been used by the prime contractor and other projects.

The prime contractor shall provide the City with the names of any subcontractors used for the performance of any part of this contract. The existence of the subcontractor does not relieve or reduce the prime contractor of any liability to the City for any breach in the performance of the prime contractor's

duties. The prime contractor agrees that all subcontractors shall be agents of the prime contractor and the prime contractor agrees to hold harmless hereunder for any loss or damage of any kind occasioned by the acts of omissions of prime contractors, subcontracts, their agents or employees.

Vendor Responsibility: A response may be rejected if a respondent fails to meet any one of the following qualifications:

Financial and Organizational Capacity: Factors to be considered include, but are not limited to, assets, liabilities, recent bankruptcies, equipment, facilities, personnel resources and expertise, availability in consideration of other business commitments, or existence of appropriate accounting and auditing procedures for control of property and funds.

Legal Authority: Factors to be considered include authority to do business in the State of Wisconsin, licensing, debarment by the State of Wisconsin or Federal Government due to a prevailing wage violation, OSHA violations, violations of other local, state or Federal law, etc.

Integrity: Factors to be considered include, but are not limited to, criminal indictments or convictions, civil fines and injunctions imposed by governmental agencies, anti-trust investigations, ethical violations, tax delinquencies, debarment by federal, state or local governments, or prior determinations of integrity-related non-responsibility.

Previous Contract Performance: Factors to be considered may include reports of less than satisfactory performance, early contract termination for cause, contract abandonment, court determinations of breach of contract, etc.

Indemnification & Insurance: The Contractor shall not commence work on contract until proof of insurance required has been provided to the applicable department before the contract or purchase order is considered for approval by the City of Racine.

It is hereby agreed and understood that the insurance required by the City of Racine is primary coverage and that any insurance or self-insurance maintained by the City of Racine, its elected and appointed officials, officers, employees, or authorized representatives or volunteers, and each of them, will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the Contractor listed below whichever is longer.

1. PROFESSIONAL LIABILITY

A. Limits

- (1) \$1,000,000 each claim
- (2) \$1,000,000 annual aggregate

B. Must continue coverage for 2 years after final acceptance for service/job.

2. GENERAL LIABILITY COVERAGE

A. Commercial General Liability

- (1) \$1,000,000 each occurrence limit
- (2) \$1,000,000 personal liability and advertising injury
- (3) \$2,000,000 general aggregate
- (4) \$2,000,000 products - completed operations aggregate

B. Claims made form of coverage is not acceptable.

C. Insurance must include:

- (1) Premises and Operations Liability
- (2) Contractual Liability
- (3) Personal Injury
- (4) Explosion, collapse and underground coverage
- (5) Products/Completed Operations must be carried for 2 years after acceptance of completed work
- (6) The general aggregate must apply separately to this project/location

3. BUSINESS AUTOMOBILE COVERAGE

A. \$1,000,000 combined single limit for Bodily Injury and Property Damage each accident

B. Must cover liability for Symbol #1 - "Any Auto" - including Owned, Non-Owned, and Hired Automobile Liability.

4. WORKERS COMPENSATION AND EMPLOYERS LIABILITY – As required by Wisconsin State Statute or any Workers Compensation Statutes of a different state.

A. Must carry coverage for Statutory Workers Compensation, and an Employers Liability limit of:

- (1) \$100,000 Each Accident
- (2) \$500,000 Disease Policy Limit
- (3) \$100,000 Disease - Each Employee

5. UMBRELLA LIABILITY – If exposure exists, provide coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.

6. ADDITIONAL PROVISIONS

A. Primary and Non-contributory requirement - all insurance must be primary and noncontributory to any insurance or self-insurance carried by City of Racine.

B. Acceptability of Insurers - Insurance is to be placed with insurers that have an A. M. Best rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.

C. Additional Insured Requirements - The following must be named as additional insureds on the General Liability and Business Automobile liability coverage arising out of project work:

The City of Racine, its elected and appointed officials, officers, employees, authorized representatives, and volunteers.

On the Commercial General liability Policy, the additional insured coverage must be ISO form CG 20 10 0704 and also include Products - Completed Operations additional insured

coverage per ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 year after acceptance of work. This does not apply to Workers Compensation Policies.

D. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the City of Racine.

E. Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Racine a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or their equivalent.

**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 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 B
FINANCIAL OFFER**

Rental fee:

Lakeview Park – 201 Goold Street

Monday	\$_____ /day
Tuesday	\$_____ /day
Wednesday	\$_____ /day
Thursday	\$_____ /day
Friday	\$_____ /day
Saturday	\$_____ /day
Sunday	\$_____ /day

Lincoln Park – 2200 Domanik Drive

Monday	\$_____ /day
Tuesday	\$_____ /day
Wednesday	\$_____ /day
Thursday	\$_____ /day
Friday	\$_____ /day
Saturday	\$_____ /day
Sunday	\$_____ /day

Island Park – 1700 Liberty Street

Monday	\$_____ /day
Tuesday	\$_____ /day
Wednesday	\$_____ /day
Thursday	\$_____ /day
Friday	\$_____ /day
Saturday	\$_____ /day
Sunday	\$_____ /day