



Request for Proposal Lake Hallie Park Concessions

PURPOSE OF REQUEST:

The Village of Lake Hallie is requesting competitive proposals for the furnishing of all staffing and equipment necessary to provide food and other concession items at Hallie Ball Park starting with the 2020 summer season.

The Village's needs are identified in the following Request for Proposal (RFP).

RFP TIME SCHEDULE:

Advertisement/Distribution: February 5-March 5, 2020

Deadline for Proposals: March 6, 2020

Parks, Recreation & Tourism Commission Review: March 23, 2020

Preliminary Selection: March 23, 2020

Village Board Review: April 6, 2020

Award Contract: May 1, 2020

SITE INFORMATION:

The Village intends to seek entities that would be interested in providing concessions at Hallie Ball Park. The Village of Lake Hallie (the Village) owns Hallie Ball Park, a park approximately 54 acres in an area with 9 ball fields and a full concession stand. The park is located on the corner of 117th Street and 50th Avenue. In addition to providing general community park uses, the park also provides the home softball fields for the Hallie Girls Softball Inc., home baseball fields for the Lake Hallie Boys Baseball Inc. (Hallie Boys Baseball), and soccer fields for the Chippewa Strikers Soccer Club.

SCOPE OF SERVICES REQUIRED:

The selected contractor will be expected to provide high quality food and beverage services as an independent contractor. The selected contractor must maintain all equipment and facilities used in its food and beverage operations in a good and sanitary condition. All areas within the concession stands must be clean, and garbage must be bagged and deposited in the dumpsters at the end of each business day.

FACILITIES:

The selected contractor is expected to provide, at its expense, such additional equipment as it deems necessary or desirable to deliver high-quality food and beverage products to the public. The selected contractor may remove its equipment and facilities at the termination of

the contract, provided that such equipment/facilities have not become permanently affixed and will not damage or alter the concession stand. The selected contractor shall not alter any facility in any manner without the written consent of the Village of Lake Hallie. The selected contractor shall be responsible for the upkeep, maintenance, and repair of all its equipment and equipment provided by the Village of Lake Hallie. Not only may the contractor not alter the facility in any manner without written consent or inspection, but prior to any equipment being installed, it must be inspected by the Village Staff. This would allow the Village maintenance staff to ensure that no modifications are made to wiring or plumbing that may have some permanent injurious effect to the building. Anything that is permanently affixed, should remain as Village of Lake Hallie property.

AGREEMENT TERM:

The contract described herein will have a term of one (1) year, beginning on May 1, 2020 and ending August 31, 2020 for concession operations Monday-Thursday. Should the concession stand be reserved during this time for use by another event/tournament, the Parks Commission will notify the contractor of other such use two (2) weeks prior to the scheduled event. The contractor will be required to remove their product the evening prior to the start of the scheduled event and will be allowed to return their product the evening after the scheduled event.

The Village of Lake Hallie shall have the option of extending the contract for up to three (3) additional one-year terms.

PRICING:

Each proposer should outline the specific items to be offered for sale and the prices for the items to be sold, including food and beverages. Prices will be agreed upon by the contractor and the Parks, Recreation & Tourism Commission and will remain fixed for a period of one year. A price list will be available upon request and prices must be shown on easily readable menu board at the concession stand.

OPERATING PLAN:

Each proposer shall present a plan for providing high-quality food and beverage service sales at Hallie Ball Park as an independent contractor. Anticipation is that this plan will include the proposer's ideas on staffing, management, food preparation, sanitation, supplier's equipment, hours of operation, and furnishings to be provided by the proposer.

EXPERIENCE AND QUALIFICATIONS:

Each proposer shall describe in its proposal any experience and special qualifications it may have in, providing food and beverage service on the scale required for this contract. Each proposer must provide a written account of food and beverage operations experience for the last three (3) years. Each proposer must submit the names and telephone numbers of at least three (3) references.

COMMISSION:

Contractor agrees to pay the Village 15% of the total gross sales. A daily cash register receipt will be given to the office of the Village on a weekly basis. A spreadsheet will be developed

showing the daily gross sales multiplied by 15% to arrive at a running total for the week. A Village office employee will send this spreadsheet on each Monday morning to the contractor and Parks, Recreation & Tourism Commission members. Payments for the week will be paid on the following Monday for the previous week to the Village office.

CONTRACT PROVISIONS:

This Request for Proposal is issued, and proposals are requested subject to the following provisions that the contract for concession services will contain, including:

1. The Village of Lake Hallie grants to Contractor, according to the terms hereof, the right to conduct and operate the food and beverage concessions inside the concession stand buildings as an independent contractor.
2. Contractor will be supplied scheduled activities at Hallie Ball Park. Contractor will agree to arrive 30 minutes before activities and remain open until all activities are complete.
3. Contractor shall provide a schedule of regular hours for operation of the stand, Monday-Thursday during the hours of 5:00pm-8:00pm for the month of May and from 5:00pm-9:00pm at a minimum for the rest of the season. Operation of the stand will be from May 1, 2020 through August 31, 2020. Contractor and Village may agree to provisions allowing concession closure in inclement weather.
4. A preliminary listing of 2020 events and activities planned for Hallie Ball Park is attached to this RFP as Exhibit A.
5. Contractor must pay all taxes of any kind related to the sale of concessions.
6. Village shall be responsible for payment of electric, natural gas, water and sewer utilities at the concession stand.
7. Contractor warrants that it has experience in operating food and beverage concessions at facilities like the Village facilities and as such accepts the concession stand facilities in "as is" condition suitable for the concession operations contemplated herein.
8. Contractor shall allow any representative of the Village, access to the premises for any purpose, inspection or otherwise.
9. It is understood that the Contractor is an independent contractor. Nothing herein shall be construed as creating a joint venture or partnership. The contract entered by the parties shall be subject to all applicable Federal, State, and local laws.
10. Contractor will procure, maintain and improve its equipment at its own expense as may be required to operate efficiently. Equipment permanently fixed to the concession stand shall remain the property of the Village at the end of the contract. Any replacement/repairs of Village equipment will need prior approval by the Parks, Recreation & Tourism Commission at a regularly scheduled monthly meeting.
11. Contractor will procure, at its own expense, all necessary occupational, business, health department or other licenses and permits of any kind and shall pay all taxes and fees arising from the operation of said concessions.

12. Contractor will procure, at its own expense, insurance to protect the Village of Lake Hallie against any possible claims arising out of operation of concessions under the contract and shall indemnify and hold the Village of Lake Hallie harmless against all liability claims or suits arising out of the operation of concessions governed by the contract to be entered. The Contractor shall provide the Village of Lake Hallie a certificate of insurance and at all times maintain Worker's Compensation insurance as required by law. The bidder must provide a waiver of subrogation in favor of the Village of Lake Hallie on General Liability and Workers Compensation Insurance. Further Contractor shall provide general liability coverage, including products liability, with a \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage. The Village of Lake Hallie shall be named as an additional insured under the Contractor's policy.
13. Contractor and its employees will, at all times, conduct themselves in such a manner as to avoid annoyance to patrons and shall otherwise comply with all Village of Lake Hallie rules and regulations.
14. It shall be the Contractor's responsibility to properly maintain a sufficient number of personnel to service all events and further be responsible for the supervision of all personnel.
15. The contract to be entered into is not and will not be construed to be a lease of any facility or grounds thereof. Contractor's rights of access to facilities and grounds to operate the concessions granted will continue so long as full compliance with each and all of the undertakings, provisions, covenants, agreements, stipulations, and conditions outlined in the contract are maintained.
16. The independent contractor shall have no right to sell or assign or subcontract any portion of the agreement without prior written consent from the Village of Lake Hallie, which consent will not be unreasonably withheld.
17. The terms of the contract to be entered into are and will be subject to any terms and conditions of any contracts existing and executed prior to the execution hereof.
18. The contract to be entered into will be governed and interpreted according to the provisions of Wisconsin law.
19. The Village of Lake Hallie may terminate the contract for any reason upon ten(10) days' notice. The contract shall be automatically and immediately terminated should the Parks, Recreation and Tourism Commission cease or limit its operations due to a shortage or unavailability of funds.
20. Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of parks and recreation facilities. Any employee or subcontractor acting in a manner determined to be detrimental, abusive or offensive may be required to leave the premises.
21. The Contractor shall agree to indemnify and hold harmless the Village of Lake Hallie against any and all claims arising out of its operation of said concessions and shall have no limitation on its liability for claims related to the following items:

- a. Bodily injury;
- b. Death;
- c. Physical damage to tangible personal and/or real property;
- d. The intentional and willful or negligent acts of the contractor and/or contractor's employees.

EVALUATION CRITERIA:

Each proposal will be evaluated by the Village of Lake Hallie based upon criteria to be determined at the Village's sole discretion.

PROPOSAL SUBMISSIONS:

1. All proposals shall be submitted in writing and delivered on or before 12:00 p.m. on March 6, 2020, to the Village of Lake Hallie Municipal Building at 13136 30th Avenue, Lake Hallie, WI 54729.
2. Proposal must be sealed in an envelope, which shall be clearly labeled "Concession Proposal Due March 6, 2020."
3. Proposals must be received by the date and time specified. The Village of Lake Hallie is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposals received after the submission deadline will be left within the RFP file and will remain unopened.
4. Proposals will be presented for review and recommendation at the Parks, Recreation & Tourism Commission meeting on March 23, 2020 and presented for final action at the Village of Lake Hallie Board meeting on April 6, 2020. The Village of Lake Hallie reserves the right to accept or reject any or all proposals and to award the contract to the bidder whom, in its opinion, best serves the interest of the Village.
5. The Village will choose the best proposal in its sole discretion and then enter into negotiations for the purpose of creating a contract for food and beverage service at Hallie Ball Park.
6. If the parties are not able to agree on a contract, the Village of Lake Hallie will pursue negotiations with the party whose proposal was rated second in the Village's evaluation.
7. Proposals or alterations by fax, e-mail or phone will not be accepted.
8. The Village reserves the right to reject any and all proposals, including those with exceptions, prior to and at any time during negotiations. Likewise, a new request for proposals may be issued if the need should arise.
9. The Village reserves the right to waive any defect or irregularity in any proposal procedure.
10. The Village reserves the right to request additional information or clarification of a proposal.
11. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of the Village of Lake Hallie.
12. All written proposal material becomes the property of the Village of Lake Hallie.

13. Only transactions and communications, which are in writing from the Village of Lake Hallie staff or Village board, may be considered official. No negotiations, decisions or actions shall be taken by any Proposer as a result of any discussions with any Village employee or citizen.