



**CITY OF BROOKFIELD
DEPARTMENT OF PARKS, RECREATION & FORESTRY**

REQUEST FOR PROPOSAL - CONCESSION STAND OPERATOR

The City of Brookfield Parks, Recreation and Forestry Department is seeking an individual, group, organization, or business to provide and operate a Concession Stand at the Wiberg Aquatic Center located in one of our premier community parks – Wirth Park (2585 N. Pilgrim Rd). This will be a three-year lease agreement with an option for the City to extend the lease for additional years.

The City places great emphasis on providing the community with high quality parks, recreation programs and facilities. The Wiberg Aquatic Center provides an opportunity for individuals to enjoy a family-oriented, wholesome recreational experience for all ages in an outdoor setting. The facility averages 40,000 guests annually for open swim and hosts swim lessons for 10 weeks with an average of 900 swimmers per week.

Hours of Operation

Annual operation of the facility is 11 weeks beginning in early June and concluding the third week of August. 2021 Season: June 5th – August 22nd. Expected concession operational hours are Monday-Friday 10:00 a.m. – 8:00 p.m. and Weekends/Holidays 1:00 - 8:00 p.m.

Open Swim Schedule:

Days of Week	Main Pool	Zero Depth Pool
Monday-Friday	1:00-4:30 p.m. 6:00-8:00 p.m.	10:00 a.m.-12:30 p.m. 1:00-4:30 p.m. 6:00-8:00 p.m.
Saturday & Sunday	1:00-8:00 p.m.	1:00-8:00 p.m.

City Provides

The City of Brookfield will provide the successful vendor with the following:

1. Concession Area (Approximately 27' x 10')
2. Concession Storage (Approximately 13' x 10')
3. Utility Expenses
4. Keys to the Concession Area
5. Opportunity to communicate with Wiberg Aquatic Center Field Trip Groups and Park Rental Groups to offer food and catering packages.
6. Concession area includes sinks, counter tops and cabinets, serving counters with access to the pool area and park.

Vendor Provides

1. Full concession services to include food and beverage
2. Staffing for concession operation
3. Equipment necessary to provide service
4. POS or cash management system for operation
5. Signage that meets City sign requirements

PROPOSAL SUBMITTAL – Due: Wednesday, April 21, 2021 @ 2:00 p.m.

Proposals shall be submitted in a sealed envelope clearly labeled, “**Request for Proposals for Wiberg Aquatic Center – Concession Operations**” to the Department of Parks, Recreation and Forestry Department, 2000 N. Calhoun Road, Brookfield, WI 53005, no later than **2:00 P.M., on Wednesday, April 21, 2021**. Proposals received after this time will not be considered and will be returned unopened.

All proposals shall be firm for a period of sixty (60) days from the date of opening and shall become the property of the City of Brookfield.

The City of Brookfield reserves the right to further negotiate after proposals are opened with any potential vendor, if deemed necessary. Furthermore, the City of Brookfield reserves the right to reject any and all proposals and to waive informalities in the best interest of the City of Brookfield.

Acceptance of the proposal by the City from any vendor shall not constitute an agreement between the City and such vendor and will not be binding.

Final acceptance and “Professional Service Agreement” covering all conditions and provisions of the services to be provided by the vendor will be reduced to writing and executed by both the City and the successful vendor.

CONTENT OF PROPOSALS

1. Qualifications: Proposals shall include a detailed statement specifying the qualifications of the vendor to provide the necessary concession services. A list of similar contractual arrangements currently or previously engaged in should also be included, along with corresponding references and contact persons. Proposals shall outline the prospective vendor’s location, managerial staff and a thorough overview of concession operation capabilities.

2. Concession Menu and Pricing: Provide a list or menu of food/beverage selections to be made available to include pricing for each item (alcoholic beverages are not permitted).

Pre-packaged food items, such as chips, candy, popcorn, etc., should be included in the menu and brand names identified.

3. Serving Sizes: Denote, where applicable, the various serving sizes corresponding to all the menu items which will be offered.

4. Service Presentation: Provide a list of all equipment, materials and supplies you will utilize to operate the concession stand.

5. Permits & License: Indicate if you currently possess, or have the ability to procure, all necessary permits, licenses, etc. at the local, county, or state levels for the sale of items to the manner and desire described within the proposal.

6. Compensation: Vendor will compensate the City of Brookfield a minimum of \$2,500 or 15% of gross revenue not to exceed a total of \$6,000.

SELECTION CRITERIA

Selection of the successful vendor shall be made by the Parks and Recreation Commission upon recommendation by the Director of Parks, Recreation and Forestry, based upon the best qualified proposal in relation to the following criteria:

- A. Overall professional qualifications and past applicable experience.
- B. Menu variety, serving sizes and product pricing.
- C. Completeness of proposal and ability to meet specifications.
- D. Ability to meet and work closely with the Parks, Recreation and Forestry Department.

MISCELLANEOUS REQUIREMENTS

Successful vendor agrees to:

- Keep the interior and exterior of the concession stand and seating areas in good order and repair.
- Provide concession service as identified in the schedule listed above and for additional events to include: Youth/Teen Nights (3), Private Rentals when approved by vendor, and access to park visitors during normal business hours.
- Comply with the requirements of the municipal, state and federal authorities that pertain to the operation of the concession stand. Cost of all licenses and permits is the responsibility of the vendor
- Provide necessary insurance coverage as listed below.

INSURANCE REQUIREMENTS – PART OF PROFESSIONAL SERVICE AGREEMENT

A. Selected vendor shall maintain insurance as specified below. Authorization to commence work on the Agreement will not be given until proof of insurance required has been submitted approved by the CITY. All insurance shall remain in force until the work is completed and the length of time that is specified, if any, in the Agreement or listed below, whichever is longer.

1. Commercial General Liability Insurance. The PROVIDER shall maintain the coverage listed below with the following minimum limits:
 - i. Each Occurrence - \$1,000,000

- ii. Personal and Advertising Injury - \$1,000,000
 - iii. General Aggregate - \$2,000,000
 - iv. Products- Completed Operations - \$2,000,000
 - v. Products-Completed Operations coverage shall be maintained for two years after acceptance of completed work.
 - vi. If the work involves the use of or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for bodily injury and property damage.
2. Automobile Liability Insurance. The PROVIDER shall maintain business auto coverage with a combined single limit per accident for bodily injury and property damage for “any auto” basis - \$1,000,000.
 3. Worker’s Compensation Insurance. The PROVIDER shall maintain coverage as required by the State of Wisconsin and Employers Liability Insurance with the following minimum limits:
 - i. \$100,000 each accident
 - ii. \$500,000 disease policy limit
 - iii. \$100,000 disease – each employee
 - iv. Employer’s Liability insurance limits must be sufficient to meet umbrella liability insurance requirements.
 4. Umbrella Liability Insurance. The PROVIDER shall maintain coverage at least as broad as the underlying Commercial General Liability Insurance, Automobile Liability, and Employers’ Liability with the following minimum limits:
 - i. Each Occurrence - \$5,000,000
 - ii. General Aggregate - \$5,000,000
 - iii. The self-insured retention cannot exceed \$10,000.

B. For All Insurance:

1. All insurance must be primary and non-contributory to any insurance or self-insurance carried by the CITY. Proof of such shall be provided to the CITY.
2. Insurance is to be placed with insurers who 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.
3. The following must be named as additional insureds on all liability policies, except for worker’s compensation and errors and omission insurance: “The City of Brookfield, its elected and appointed officials, officers, employees, authorized representatives, and authorized volunteers.” Endorsements evidencing such additional insured coverage shall be provided to the CITY. For commercial general liability insurance, form CG 20 10 07 04 for ongoing operations and form CG 20 37 07 04 for products completed operations hazard, or forms containing language with equivalent coverage, shall be endorsed to the policy on the CITY’S behalf and shall be provided to the CITY.
4. Waivers of Subrogation in favor of CITY must be endorsed on the PROVIDER’S coverages for all insurance required and provided to the CITY.
5. Any deductible or self-insured retention shall be declared to CITY.
6. Prior to the CITY’S execution of the Agreement, the PROVIDER shall file with the CITY a certificate of insurance (ACORD form or equivalent for all coverages)

signed by the insurer's representative evidencing the coverage required by this Agreement. If any of the policies required above expire while this Agreement is still in effect, PROVIDER shall provide renewal certificate(s) to the CITY for approval.

7. All insurance, except for professional errors and omissions, shall be written on an occurrence basis.
8. All insurance policies shall be endorsed to provide the CITY with 30 days notice of cancellation of insurance and 10 days notice of non-renewal. Such endorsements shall be provided to the CITY prior to the CITY'S execution of the Agreement.
9. The CITY reserves the right to request a certified copy of any insurance policy required of the PROVIDER under this Agreement.

For Further Information: Contact John Kelliher, Director of Parks, Recreation and Forestry, at (262) 796-6676. Mail Proposal to: Parks, Recreation and Forestry Department, 2000 N. Calhoun Road, Brookfield, WI 53005. Deadline is Wednesday, April 21, 2021 at 2:00 P.M.

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2021 REQUEST FOR PROPOSAL - CONCESSION STAND OPERATOR

This page must be used as the cover page of your proposal.

Vendor Name: _____

Contact Person: _____

Email: _____ Phone: _____

Address, City, St., Zip _____

Signature: _____ Date: _____