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## **Request for Proposals for 2022 Pop-Up Beer Garden Services**

**Issued: September 29, 2021**  
**Submittal Deadline: October 29, 2021 at 4:00 P.M**

### **PURPOSE**

The Village of Union Grove Recreation & Parks Committee is pleased to offer an exciting opportunity for a well-qualified individual or company (“Proposer”) to operate a “pop-up” beer garden on one or more dates in 2022 within the Village of Union Grove park system. With proper oversight and management, the Village believes the events will attract more people to enjoy the Village’s park system and help enhance a sense of community.

This Request for Proposals (“RFP”) is an invitation for qualified vendors to submit proposals to operate a “pop-up” beer garden for an initial contract period of one (1) year with the possibility of additional 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 and ambience; 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 Village’s goals are to (1) provide the public with the best and most satisfactory service from the concession, and (2) ensure that the Village receives adequate and appropriate compensation, which will be used to help offset future parks and recreation expenses.

### **BACKGROUND**

The Village of Union Grove (pop. 5,400) is located at the intersection of U.S. Highway 45 and Wisconsin Highway 11, only five miles west of Interstate 94 in southeast Wisconsin. Union Grove has a well-rounded system of parks and open spaces – from neighborhood and pocket parks to sports fields and nature preserves. The Village is pursuing pop-up beer gardens as a creative way to engage community members in its park system and raise revenues to help offset park maintenance costs. Learn more about our public parks by visiting [uniongrove.net/park-system](http://uniongrove.net/park-system).

## POSSIBLE POP-UP BEER GARDEN LOCATIONS

1. **School Yard Park** - Located a short walk from downtown Union Grove and two blocks from the intersection of Hwy. 45 and Hwy. 11, School Yard Park is the former site of the Union Grove Grade School. It is now home to playgrounds, sports fields and gathering spaces. It is the host site for Rec. Department T-Ball, Coach Pitch, Girls Fastpitch Softball and Soccer leagues. The park has a picnic shelter, concession stand with restrooms and entertainment stage. On-site parking available.
2. **Ryan Moe/Michael Young Memorial Park** - A 3.5 acre park located on 67th Dr., just north of Mill Ave. "Moe/Young Park" is dedicated to Ryan Moe, Michael Young and the memory of all children and young adults of the greater Union Grove Area who have lost their lives. A "wall of love" memorial is located in the park along with numerous amenities. Parking available on-site. The park consists of a picnic shelter with tables, playground, soccer field and port-a-potty (mid-May-September).
3. **American Legion Memorial Park** - Located on Main St. between Union Grove High School and downtown, American Legion Memorial Park is 10 acres in size with a parking lot on site and home to the Village's dog park. The park also has a small playground, baseball field and port-a-potty (mid-May-September).
4. **Leider Park** - Located on High St. at 8th Ave., Leider Park is a 3.5-acre area with parking available on-site, picnic shelter, restrooms, soccer field and playground.

## REQUIRED OPERATING RESPONSIBILITIES

1. Use of one or more park locations for the purpose of operating a "pop-up" beer garden on one or more dates in 2022 according to an agreed schedule (exact date(s) and open hours will be negotiable, with closing time no later than 9 p.m.)
2. Provide proper vehicles, tools, supplies and equipment necessary for daily operations (i.e. refrigerated units, storage units, tappers, etc.).
3. Provide employees to run the beer garden, supply the product, serve the product, clean and maintain the area on a daily basis, and open/close times and day as agreed upon with the Village.
4. Organizer may propose the use of outdoor tent(s), lighting, tables, chairs, additional portable restrooms and hand-washing stations and other items.
5. Organizer may provide for live or pre-recorded music, with sound volumes set at levels to not disturb surrounding homes. All music equipment and/or live performers to be paid by Organizer.
6. Organizer may provide for games, activities and other entertainment to encourage a fun, family-friendly environment.
7. Organizer may provide for food to be sold; all appropriate licenses/permits must be obtained by the Organizer; food trucks are permitted. Organizers providing food shall prioritize local food vendors.

8. Provide for all necessary signage, including signage to establish parameters of where alcohol beverages must be kept within.
9. Obtain all necessary permits and licensing for the operation of food and beverage concession in the Racine County Health Department.
10. Meet all Federal, State, and local laws, ordinances and regulations.
11. Reimburse Village for any repairs of the facility or equipment due to the negligence of the Proposer or its employees.
12. Maintain all equipment and surroundings in a state of cleanliness and repair to prevent injuries to the public.
13. Be responsible for keeping the facility and the immediate outside area free of trash and litter. And be responsible for the cleanliness of the public restrooms (where applicable) during the hours of operation. Reimburse Village for excess clean-up costs, if necessary.
14. Operate as an independent contractor responsible for all applicable taxes, including sales tax and withholding tax.
15. Within 30 days of each pop-up beer garden, furnish a detailed monthly statement of receipt (format to be agreed upon) along with the commission payments to Village Treasurer.
16. Provide appropriate insurance as detailed later in this document.
17. Allow for inspection by the appropriate Village staff at all times.
18. Bidder must be accessible to address any repairs/maintenance to vehicles, tools, and equipment as well supply needs during scheduled events.

## **SUBMISSION REQUIREMENTS**

Submittals shall include all of the following information:

1. **Proposer Information.** Provide name and address of the Proposer and contact person with address, telephone number, and email address. The proposal letter must be signed by a duly authorized official of the firm. Consortiums, joint ventures, or team submitting proposals must establish contractual responsibility rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team. Provide the full legal name of your company and indicate the organizational structure (Corporation, Partnership, Joint Venture, Sole Proprietorship). Identify all team members on the proposed team and their respective roles. Verify whether the Proposer will meet the insurance requirements of the project.
2. **Project Understanding.** Summarize your understanding of the project based on the scope of work, including tasks performed by the Proposer. Provide a statement indicating your ability to provide timely services and meet the requirements of the proposed schedule and commitment to maintain resources available to perform work during the duration of the project. Indicate your

acceptance of the requirements of this RFP. Provide a summary of the benefits you believe the Village would receive from selecting you.

3. **Project Team Experience Qualifications.** Describe experiences with similar endeavors. What is the expected extent of each team member's involvement? Describe the team's qualifications and experience as they relate to a similar project. What sets your group apart?
4. **Project Approach.** Describe your proposed approach to this agreement. Describe tentative date(s), times and park location(s). Describe the equipment, supplies, products and staffing to be used. Describe how your events will create a welcoming and family-friendly atmosphere. Indicate your plan for beverages, food and music (if applicable). Specific musicians and music vendors do not need to be identified but provide a description of the type of music and food vendors that you plan to provide, if applicable. Relate your team's experience. Provide examples of the team's past work and describe how it translates to this municipality.
5. **Reference.** A compilation of previous similar projects and/or work completed for other communities.
6. **Financial Offer.** Provide the percentage of gross sales of all items sold that you propose paying to the Village to be used for parks and recreation facilities maintenance or upgrades.

The Village may request additional information, clarification, confirmation, or modification of any or all respondents, including proposals that are incomplete or non-conforming as submitted. Except at the request of staff, or by the consent of the Village, proposers will not be entitled to change their proposals once submitted.

Submit one copy of the proposal in a sealed envelope labeled "Beer Garden RFP" to be delivered by mail or in-person to:

Mike Hawes, Village Administrator  
Village of Union Grove  
925 15<sup>th</sup> Ave., Union Grove, WI 53182

## **EVALUATION AND AWARD**

The Village reserves the right to request additional information to clarify a submitted proposal. The Village also reserves the right to conduct background checks of the proposed project team. Responsive proposals will be scored and ranked in each of the criteria. Furthermore, the Village 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 the Recreation & Parks 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.

1. Proposer experience and qualifications; local vendors preferred.
2. Proposer's understanding of the desired services.

3. Proposer's approach to the project and how well it meets the Village's goals of the project.
4. Proposed financial offer.

## **QUESTIONS**

All questions regarding this RFP and submission of proposals are required to be submitted in writing to Mike Hawes, Village Administrator, at mhawes@uniongrove.net and be received no later than the date specified in the time schedule below. Answers to all submitted questions will be emailed to all participating Proposers. Information provided verbally or by any other Village personnel will be considered non-binding. All respondents should use this written document and its attachments as the sole basis for proposal at this time. If deemed necessary, addenda to the RFP will be issued via email. No addenda will be issued after October 25, 2021. Please see Appendix A for Acknowledgement Receipt form. Potential Proposers who intend to submit a proposal will be included in question response and addenda.

The Village prohibits communication initiated by the respondent to any Village official, representative or another entity or employee evaluating or considering the proposals, prior to the time a decision has been made.

## **RFP SCHEDULE OF EVENTS**

This schedule of events represents the Village's best estimate of the schedule being followed for this RFP.

1. RFP issued: September 29, 2021
2. Deadline for questions: October 20, 2021
3. Proposals Due: October 29, 2021
4. Review of Proposals: Early/Mid-November, 2021
5. Interview Finalists, if necessary: Early/Mid-November, 2021
6. Village Board Award of Contract: December 13, 2021

## **LICENSING**

The Village will assist with identifying bonafide organizations to participate in securing temporary alcohol licensing needed for the events.

## **CONDITIONS AND AGREEMENTS**

**Preparation Costs:** The Village will not pay any costs associated with the preparation, submittal, presentation or evaluation of any proposal.

**Insurance Requirements:** The selected Bidder will provide proof of insurance with adequate coverage and also listing the Village of Union Grove as additionally insured. Adequate insurance is as follows:

- Maintenance of insurance of the following kinds and for not less than the following limits:  
Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate.
- Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage
- Liquor liability, \$1,000,000

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

**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 Village 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 Village Administrator shall act as the Village 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 Village Administrator shall be null and void. Any questions regarding this RFP process must be submitted via e-mail to: Mike Hawes, Village Administrator at [mhawes@uniongrove.net](mailto:mhawes@uniongrove.net) or (262) 878-1818 x7.

No other employee or representative of the Village of Union Grove 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 Village department or employee regarding this RFP. Any unauthorized contact regarding this RFP to any Village employee or official may be cause for rejection of proposals, at the sole discretion of the Village.

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 Village of Union Grove. 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 Village of Union Grove 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 Village of Union Grove, 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 Village of Union Grove.

**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 Village Administrator. When possible, any such addendum will be electronically mailed to all known respondents that have submitted the Acknowledgment Receipt Form (Appendix A), 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 Village of Union Grove 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 Village of Union Grove, at the sole discretion of the Village, by the issuance of a Village of Union Grove execution of a contract. The Village reserves the right to reject any and all proposals and to select the vendor considered by the Village to be most advantageous. The Village also reserves the right to award contracts to more than one Proposers.

**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 Village of Union Grove, which will not be unreasonably withheld. All of the terms, conditions and provisions of this Contract, and any amendments thereto, shall insure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

If the Village of Union Grove 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 Village 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 Village 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 Village 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:

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 Village of Union Grove.

It is hereby agreed and understood that the insurance required by the Village of Union Grove is primary coverage and that any insurance or self-insurance maintained by the Village of Union Grove, 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.



## Appendix A

### Acknowledgement of Receipt Form for 2022 Pop-Up Beer Garden RFP

In acknowledgement of receipt of this RFP the undersigned agrees that he/she has received a complete copy. The acknowledgement of receipt should be signed and returned by email to mhawes@uniongrove.net no later than October 22, 2021. Only potential Proposers who elect to return the completed form and intend to submit a proposal will receive copies of all questions and Village's written responses to those questions, as well as any RFP amendments.

Company Name: \_\_\_\_\_

Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Office Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State, Zip Code: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Individual's Name and contact information will be used for all correspondence related to the RFP.

\_\_\_\_\_ Firm DOES INTEND to respond to this RFP.

\_\_\_\_\_ Firm DOES NOT INTEND to respond to this RFP.

Please check one of the options and return via email to mhawes@uniongrove.net by October 22, 2021.