



DANE COUNTY
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

REQUEST FOR PROPOSAL (RFP)

Revised 06/2021

RFP NUMBER: **121047**

RFP TITLE: **Henry Vilas Zoo – Food,
Retail & Catering Services**

RFP DEADLINE: **November 3, 2021
2:00 p.m. (CST)**

**PROPOSALS
MUST BE
UPLOADED TO:** **Purchasing Bid Dropbox
www.danepurchasing.com**

Late, faxed, mailed, hand-delivered or unsigned proposals will be rejected

**PROPOSER SITE
VISIT:** **See Section 1.3**

**DIRECT
ALL INQUIRES TO:**

Pete Patten
Purchasing Officer
(608) 267-3523
patten.peter@countyofdane.com
www.danepurchasing.com

PROPOSAL SUBMISSION CHECKLIST

- | | | |
|---|--|--|
| <input type="checkbox"/> Update Vendor Registration | <input type="checkbox"/> RFP Response
(Separate from Financial Package) | <input type="checkbox"/> Upload RFP Response and Financial Package to Purchasing Bid Dropbox |
| <input type="checkbox"/> Read Entire RFP Document | <input type="checkbox"/> Financial Package
(Separate from RFP Response) | |

DATE ISSUED | September 9, 2021

Table of Contents

1.0 RFP OVERVIEW

- 1.1 Introduction
- 1.2 Clarification of the Specifications
- 1.3 Proposer Site Visit
- 1.4 Calendar of Events
- 1.5 Evaluation Criteria
- 1.6 Submittal Instructions
- 1.7 Errors, Omissions, Minor Irregularities & Retained Rights

2.0 PROJECT OVERVIEW AND SCOPE OF SERVICES

- 2.1 Definitions and Links
- 2.2 Introduction/Overview
 - 2.2.1 Food Facilities
 - 2.2.2 Retail Facilities
 - 2.2.3 Catering Facilities
 - 2.2.4 Signature Events
 - 2.2.5 Exclusivity of Catering Services
 - 2.2.6 Warehouse Facilities
 - 2.2.7 Hours & Days of Operation
 - 2.2.8 Zoo Attendance, Fees & Memberships
 - 2.2.9 Capital Investment
 - 2.2.10 Discounts
 - 2.2.11 Sponsorships
 - 2.2.12 Strategic & Master Planning
 - 2.2.13 Sales History – Food Service, Retail & Catering
- 2.3 Special Contract Terms and Conditions
 - 2.3.1 Contract Term
 - 2.3.2 Termination
 - 2.3.3 Subcontracting
 - 2.3.4 Alteration of Premises
 - 2.3.5 Conflict of Interest
 - 2.3.6 Regulations
 - 2.3.7 Due Diligence Requirement
 - 2.3.8 Confidentiality
 - 2.3.9 Taxes
- 2.4 Insurance Requirements
 - 2.4.1 Minimum Scope of Limits of Insurance
 - 2.4.2 Additional Insurance Requirements
 - 2.4.3 Notice of Cancellation
 - 2.4.4 Acceptability of Insurers
 - 2.4.5 Verification of Coverage
 - 2.4.6 Subcontractors
 - 2.4.7 Safety Program
 - 2.4.8 Approval
- 2.5 Minimum Operating Scope of Services
 - 2.5.1 Minimum Qualifications
 - 2.5.2 Yearly Operating Plan
 - 2.5.3 Books & Records
 - 2.5.4 Minority Vendors

- 2.5.5 Driving & Performance Standards
- 2.6 Technology Requirements
- 2.7 Operator Responsibilities
- 2.8 Conservation & Sustainability
- 3.0 PROPOSAL PREPARATION REQUIREMENTS**
 - 3.1 Cover Letter
 - [3.2 Attachment A – Proposer Information](#)
 - 3.3 Table of Contents
 - 3.4 Executive Summary
 - 3.5 Plan for Zoo Facilities & Operating Ideas or Concepts
 - 3.6 Operating Plan
 - 3.7 Technology & Sustainable Practices
 - 3.8 Professional Qualifications & References
 - 3.9 Appendix
 - 3.10 Financial Package
- 4.0 ATTACHMENTS**
 - [Attachment A – Proposer Information \(Separate File\)](#)
 - [Attachment B – Henry Vilas Zoo Map \(Separate File\)](#)
 - [Attachment C – List of Equipment Available for Operator \(Separate File\)](#)

1.0 RFP OVERVIEW

1.1 Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal according to the specifications set forth within this document.

The Henry Vilas Zoo, owned and operated by Dane County, is seeking proposals from qualified firms (see minimum qualifications in the RFP) to operate and manage all its Food and Catering facilities and Retail venues at the Henry Vilas Zoo (“the Zoo”). The current retail, food and catering operations are managed and operated by Centerplate under a three-year contract that commenced April 1, 2019. Prior to 2019, food and retail was operated by the Zoo’s former non-profit partner. The Zoo will operate the carousel and train effective April 2022; previously managed under the Centerplate contract.

The County intends to use the results of this process to award a contract or issue of purchase order for the product(s) and or services(s) stated.

The Dane County Purchasing Division is the sole point of contact for questions and issues that may arise during the RFP process.

1.2 Clarification of the Specifications

All inquiries concerning this RFP must be **emailed** to the **person indicated on the cover page** of the RFP Document.

Any questions concerning this RFP must be submitted in writing by e-mail on or before the stated date on the **Calendar of Events** (Section 1.4).

Proposers are expected to ask questions on any criteria or information that is unclear regarding the RFP document at this point in the RFP process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the proposer should immediately notify the contact person of such error and request modification or clarification of the RFP document.

Proposers are prohibited from communicating directly with any employee of Dane County, except as described herein. No County employee or representative other than those individuals listed as County contacts in this RFP is authorized to provide any information or respond to any question or inquiry concerning this RFP.

1.3 Proposer Site Visit

Each Proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFP and its proposal. It is expected that this will require on-site observation. The failure or omission of a Proposer to acquaint itself with existing conditions shall in no way relieve it of any obligation with respect to its proposal or to the contract.

The Zoo has established the one day when the Zoo and related staff involved in its food service, retail and catering operations will be available for the on-site observation, walk-thru and inspection:

Date:	Wednesday, October 13, 2021
Time:	10:00 a.m.
Location:	Meet at the Gate 1 Entrance (next to the Main Parking Lot) – See Attachment B

Proposers may visit the Zoo on other dates, however the food service, retail and catering operations staff will not be available for meetings, inspections and/or tours.

1.4 **Calendar of Events**

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the County. In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP and posting such addendum on the Dane County [website](#). There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
September 9, 2021	RFP Issued
October 13, 2021	Proposer Site Visit
October 20, 2021	Last day to submit written inquiries (2:00 p.m. CST)
October 27, 2021	Addendums or supplements to the RFP posted on the Purchasing Division website
November 3, 2021	Proposals due (2:00 p.m. CST)
November 2021	Interviews (if needed)
November 2021	Proposer Selection/Award
November 2021 – January 2022	Contract Phase
April 1, 2022	Anticipated Contract Start Date

1.5 **Evaluation Criteria**

The proposals will be scored using the following criteria:

Evaluation Criteria	Percent
Plan for Zoo Facilities & Operating Ideas or Concepts (Section 3.5)	20%
Operating Plan (Section 3.6)	15%
Sustainable Practices & Technology (Section 3.7)	15%
Professional Qualifications & References (Section 3.8)	15%
Financial Package	Percent
Commissions/Fees Paid & Capital Investment (Section 3.10)	35%
Total	100%

The Zoo will meet with the highest ranked Proposer(s). The final form and content of the contract will be negotiated. Project scope and financial package will both be negotiated, so long as the nature of the procurement is not changed. The contract negotiations will be based upon a draft contract. Any additional legal terms and conditions not discussed in this RFP will be decided upon at that time. The contents of the proposal will, however, be incorporated into the final contract.

1.6 **Submittal Instructions**

Proposals must be received in the Purchasing – Bid Dropbox located on the www.danepurchasing.com website no later than the date and time indicated within the RFP Deadline field on the RFP Cover Page or addenda. Late, faxed, mailed, hand-delivered, or unsigned proposals will be rejected unless otherwise specified. Dane County is not liable for any cost incurred by proposers in replying to this RFP.

All proposals must be saved in PDF format unless otherwise specified within the RFP document and the file name shall include the RFP# and name of business submitting proposal.

Example of how to name the files:

121047 – Proposer Name – RFP Response

121047 – Proposer Name – Financial Package

To Submit a Proposal:

1. Go to www.danepurchasing.com and click on Purchasing – Bid Dropbox or click on the Open RFP's and Bids page link.
2. Click on the Submit a Bid button within the green Purchasing Bid Dropbox.
3. Type in the Email, First Name, Last Name and Company information and click Continue.
4. Drag and drop the RFP files one at a time into the “Drag files here” box.
5. After all files have been placed into the “Drag files here” box, click on the blue Upload button.
 - a. The file upload status can be seen for each document uploaded.
 - b. After each document reaches 100%, it will say “Uploaded”.
6. Confirm all files have been uploaded and then close out of the window.

Ownership of all data, material and documentation originated and prepared for the Zoo pursuant to the contract shall belong exclusively to the Zoo. Any proposal and other materials submitted by the Proposer will be the property of Dane County and will not be returned. By submitting a proposal, Proposer waives any and all claims relating to misinterpretation or misunderstanding of specification or because of any misinformation or lack of information.

1.7 **Errors, Omissions, Minor Irregularities & Retained Rights**

All information in this RFP, including any addenda, has been developed from the best available sources; however, Henry Vilas Zoo makes no representation, warranty or guarantee as to its accuracy. Should Proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP contact in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP contact for submission of proposals below of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document. Henry Vilas Zoo reserves

SECTION 1 – RFP OVERVIEW

the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Proposer an advantage or benefit not afforded by other Proposers. The Henry Vilas Zoo may waive any requirements that are not material. The Henry Vilas Zoo may make an award under the RFP in whole or in part and change any scheduled dates. Henry Vilas Zoo reserves the right to use ideas presented in reply to this RFP notwithstanding selection or rejection of proposals. Henry Vilas Zoo reserves the right to make changes to and/or withdraw this RFP at any time.

SECTION 2 – PROJECT OVERVIEW AND SCOPE OF SERVICES

2.0 PROJECT OVERVIEW AND SCOPE OF SERVICES

2.1 Definitions and Links

The following definitions and links are used throughout the RFP.

County or County Agency: Dane County or Department utilizing service/product.

Dane County Purchasing website: www.danepurchasing.com

Fair Labor Practices websites: www.nlrb.gov and <http://werc.wi.gov>

Proposer/Vendor/Firm/Contractor/Operator: a company submitting a proposal in response to this RFP.

Zoo: The Henry Vilas Zoo, a Dane County Department/Dane County Agency

2.2 Introduction/Overview

The Henry Vilas Zoo (Zoo) is one of the leading family attractions in the State of Wisconsin with over 814,000 visitors in 2019 (pre-pandemic) and has proudly been a part of the Madison community since 1911. Since its founding, the Zoo has been and remains an admissions-free conservation and wildlife attraction so that it can be enjoyed by all members of the community.

Accredited by the Association of Zoos and Aquariums (AZA), the Henry Vilas Zoo is home to 937 animals from over 111 species spread across the Zoo's beautiful 28 acres along the side of Lake Wingra and Henry Vilas Park.

The Zoo serves as a center for animal exhibition, care, and management; wildlife conservation; research; conservation education; and visitor attractions.

Henry Vilas Zoo At-A-Glance

- One of the oldest culture attractions in Madison, opened in 1911.
- Boasts 937 animals and 111 different species.
- Open 365 days a year, except for half-day operations on New Year's and Christmas days.
- Situated on 28 beautiful acres.
- The Zoo's attendance in 2016 was 831,040, in 2017 it was 625,780, in 2018 it was 690,543, in 2019 it was 814,707, in 2020 it was 291,171 and for 2021 January – July attendance has been 456,405.
- There were over 524 household members as of June 2021.
- Over 700,000 annual website visits in 2020.
- Henry Vilas Zoo is a public entity owned and operated by the Dane County. The Zoo's 2019 operating budget generated more than \$1,481,437 in revenue through food sales, retail, catering, rentals, and rides.
- Number one free visitor cultural attraction in Madison for more than a decade.

2.2.1 Food Facilities

The Zoo operates and manages the follow food service facilities:

Food Service Facilities		
Location	Sq. Ft.	Seating- Indoors
Glacier Grille	4,435	60
Cholate Shoppe	330	Walk-Up
Ice Cream Carts		Walk-Up

SECTION 2 – PROJECT OVERVIEW AND SCOPE OF SERVICES

1. Glacier Grille

Located between the Aviary and Artic Passage and offers views directly into the polar bear exhibit. Serves as the primary food service facility onsite. Service Style: Order at register and can either take food to go or dine in the restaurant.

2. Chocolate Shoppe (managed by a third-party vendor under Centerplate)

Located in the middle of the zoo close to Glacier Grille. Service Style: Walk-up express window service; outdoor dining at picnic tables located throughout the zoo.

3. Ice Cream Carts

The two carts locations: Children's Zoo and in the middle of the Zoo. Carts are mobile and typically used between Memorial Day weekend and Labor Day weekend. Guests can take their ice cream as they enjoy the zoo or take advantage of picnic tables.

4. Vending Machines

There are no vending machines onsite at the Zoo.

5. Food Service Equipment

A list of food service equipment available to the operator is included in Attachment C.

2.2.2 Retail Facilities

The Zoo operates and manages the following retail facilities:

Retail Facilities		
Location	Sq. Ft.	Type
Main Gift Shop	9,570	Store

1. Main Gift Shop

Located at the main entrance just off Drake St. and Randall Avenue. As the only retail location at the Zoo, offers a wide array of typical zoo retail merchandise. Currently the shop shares space with a visitor center/education area.

2. Retail Equipment

A list of retail equipment available to the operator is included in Attachment C.

2.2.3 Catering Facilities

Due to the contract start date of April 2019 and then Covid-19, they hosted a small number of birthday parties and three corporate events in 2021. The Zoo wants to focus on expanding its catering, events and facility rental initiatives over the next five years with a goal of hosting a minimum of 10 corporate events in 2022 (Memorial Day to Labor Day) as part of a new marketing strategy for 2022.

The Zoo does not have a dedicated catering kitchen. Catered events occur throughout the Zoo within the Zoo's picnic facilities with a majority during peak visitation periods including day and evening functions.

SECTION 2 – PROJECT OVERVIEW AND SCOPE OF SERVICES

The Zoo currently manages the group sales and facility rental sales with Centerplate managing the catering functions with the rental client as part of the sales process. The Zoo is seeking to explore options with Operators to strengthen the service delivery of the Zoo's catering and event programs.

The Operator/Proposer would be required to maintain a liquor license from the State of Wisconsin and local municipalities (Madison) as the Zoo's current liquor license would not be transferrable. Alcohol is only sold during events and/or rentals.

2.2.4 Signature Events

Currently, the Zoo conducts four signature events each year – all with separate fee-ticket charges with Zoo members receiving free admissions:

1. Zoo Lights

Day after Thanksgiving – December 30 from 5:30pm – 9:00pm

2. Brew Nights

December 2nd from 5:30pm – 9:00pm

3. Halloween Nights

October 31 – Day Time Event – still in planning stage

4. Run Wild

September 26 from 7:00 AM – 12:00 PM

2.2.5 Exclusivity of Catering Services

The Zoo desires to have an exclusive catering relationship with the successful Proposer. As part of this process, the successful proposer will need to demonstrate proficiency in managing \$100,000 annually in catering revenues and have a demonstrated ability to adequately staff a catering team capable of this volume of business. This should include, but not be limited to a seasoned catering manager and an executive chef, catering staff (part-time, full-time, on-call, or some combination thereof) working under the direction of the General Manager and/or Catering Manager. The successful Proposer will be deemed the Zoo's exclusive caterer. However, the Zoo reserves the right to waive exclusivity through its Executive Director or Deputy Director when it is in the Zoo's best interest to do so.

The Zoo and successful Proposer will discuss "opt-out" options on the number of events, including fund raising opportunities or events, to be excluded from this exclusive catering relationship.

2.2.6 Warehouse Facilities

The primary Food Service and Retail warehouses are located below the Main Gift Shop. Additional food service warehousing is located in the back of the Glacier Grille.

SECTION 2 – PROJECT OVERVIEW AND SCOPE OF SERVICES

2.2.7 Hours & Days of Operation

The Zoo is open every day of the year with the exception of half days on New Year's Day and Christmas. The Zoo's hours of operation are provided in the below chart:

Zoo Hours		
Days of Week	Opening	Closing
Sunday – Saturday	9:30am	5:00pm

The Zoo is open during evening hours for events and rentals.

2.2.8 Zoo Attendance, Fees & Memberships

An overview of the Zoo's monthly attendance for the past three years is outlined below:

Monthly Attendance			
Month	2019	2020	2021 (YTD)
January	9,783	9,530	11,282
February	5,950	28,402	13,835
March	51,078	15,377	61,509
April	74,407	0	75,299
May	139,225	0	94,551
June	136,873	22,311	86,141
July	110,338	49,348	113,788
August	122,381	57,214	-
September	55,564	39,844	-
October	46,538	24,658	-
November	16,524	27,405	-
December	46,046	17,082	-
Total	814,707	291,171	456,405

The Zoo anticipates attracting over 750,000 visitors during calendar year 2021 with visitation exceeding over 800,000 visitor in future years as the Zoo aggressively moves forward with the implementation of its facility master plan which will rebuild over 50% of the current Zoo.

The Zoo does not charge an admission fee for any visitation. See the Zoo's website (<https://www.henryvilaszoo.gov/frequently-asked-questions/>) for additional information.

The parking lot is owned by the City of Madison but there is no charge for parking for visitors of the Zoo.

As of June 2021, there are over 524 household memberships.

2.2.9 Capital Investment

Future capital investments by the Operator, mutually agreed upon between the Zoo and the Operator, will be amortized over an agreed useful life. The Operator will be reimbursed for any unamortized balance of capital investments in the event the contract is terminated prior to the end of the contract term. Should the

SECTION 2 – PROJECT OVERVIEW AND SCOPE OF SERVICES

Operator terminate the contract without cause, the Operator will be solely responsible for all portions of unamortized capital remaining on the account.

2.2.10 Discounts

Zoo members receive a 10% discount on food and retail purchases. Zoo employees and volunteers receive a 50% discount on food purchases at the Glacier Grille and a 20% discount on retail purchases at the Main Gift Shop.

Proposers may propose a new discount structure for employee, members and guests including how such discounts will impact commissions paid to the Zoo.

Dane County Departments may, at times, for the purposes of business, purchase retail or food items at cost. Terms are mutually agreed upon with Operator, and commissions are waived when this occurs.

The Proposer may offer special free events to expand market or assist the Zoo in fundraising efforts. Examples would be tasting events for corporate event planners, tour companies and local and regional tourist and Convention Bureaus, celebratory Gala's for exhibit openings and AZA or AAM meetings.

2.2.11 Sponsorships

The Operator will be required to meet the terms and conditions of the current and any future sponsorship agreements with the Zoo or its assignees (including Operator), with the Zoo or its assignees being entitled to all sponsorship and beverage vending machine income and/or commissions relating thereto. Further, the Operator will be expected to work in good faith with the Zoo to accommodate the requirements of future sponsorship arrangements that the Zoo or Operator may pursue. Currently, the Zoo does not have any exclusive sponsorship agreements for products or services.

Periodically, the Zoo may enter into sponsorship agreements with vendors to distribute product samples to Zoo visitors.

2.2.12 Strategic & Master Planning

The Zoo has recently engaged CLR Design to update the Zoo's facility master plan on its 28-acre campus. It is anticipated that over the coming years, over 50% of the current Zoo will be rebuilt. Currently the Zoo is planning on updating Africa, Big Cats and the Main Entry Way as part of this effort. The County continues to explore its options for forming a new 501(c)(3) not-for-profit structure to aid the Zoo's fundraising efforts to fulfill the facility master plan projects, experiences and animal habitats.

It is anticipated that the new facility master plan will be completed prior to January 1, 2022.

SECTION 2 – PROJECT OVERVIEW AND SCOPE OF SERVICES

2.2.13 Sales History – Food Service, Retail & Catering

Food Service Revenue (+Attendance)			
Category	2019	2020	2021 (YTD)
Attendance	814,707	219,171	342,617
Food Revenue	\$570,248	\$154,335	\$223,282
Alcohol Revenue	\$15,834	\$8,205	\$46
Subcontractor Food	\$308,012	\$156,908	\$192,070
Total Food Sales	\$894,094	\$319,448	\$415,397
Total Food Per Cap	\$1.10	\$1.10	\$1.21

Retail Revenue (+Attendance)			
Category	2019	2020	2021 (YTD)
Attendance	814,707	219,171	342,617
Total Main Gift Shop	\$454,146	\$269,272	\$371,348
Total Food Per Cap	\$0.56	\$0.92	\$1.08

Stroller Rental			
Category	2019	2020	2021 (YTD)
Attendance	814,707	219,171	342,617
Total Stroller Rental	\$4,464.19	\$227.28	\$1,094.48

Catering Revenue (+Attendance)			
Category	2019	2020	2021 (YTD)
Attendance	814,707	219,171	342,617
Total Catering Sales	\$23,315	\$1,789	\$29,000

*Dane County's fiscal year runs January 1 – December 31 (calendar year).

**Catered Event revenues includes food, liquor and facility rental fees in all three years.

***Currently the Zoo charges a facility rental fee of \$6,000 for Friday-Sunday and \$3,500 other days.

2.3 Special Contract Terms and Conditions

2.3.1 Contract Term

The term of the contract for food, retail, and catering operations will be five (5) years, commencing on or about April 1, 2022. Operator must have all applicable permits and licenses before commencing operations.

2.3.2 Termination

The contract between the Operator and the Zoo will define the termination rights of each party, both for cause and not for cause. If Operator terminates the contract without cause, the Zoo will assume no responsibility for reimbursement of unamortized capital investments made by the Operator. Inventory in good condition, in the reasonable opinion of the Zoo, will be purchased by the Zoo or successor based on Operator's actual invoice cost. Terms and timetables of any inventory purchased by the Zoo shall be separately negotiated at that time. The Zoo may terminate the contract at any time and for any reason with or without cause. If the Zoo terminates the

SECTION 2 – PROJECT OVERVIEW AND SCOPE OF SERVICES

contract without cause, (for convenience) it will assume responsibility for reimbursement of unamortized capital investments and for repurchase of inventory in good condition, etc.

The Zoo may terminate the contract: (a) if the Proposer fails to comply with any provision in the contract, and such failure is not remedied after a written notice from the Zoo setting forth in reasonable detail the nature of such default; (b) if the Proposer ceases to do business as a going concern, ceases to pay its debts as they become due, or admits in writing that it is unable to pay its debts as they become due, or becomes subject to any proceeding under any federal or state bankruptcy law, or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of the Proposer's assets or the Proposer's interest in this Agreement; (c) in the event that Zoo, upon reasonable prior notice to the Proposer (taking the of the term of Proposer's contract into account), elects to close or otherwise repurpose the premises from its use as a concession or event venue during the term. If the Zoo terminates the contract pursuant to Section (c), the Zoo will refund any and all investment Proposer makes in the concession or event venue on an appropriate depreciation scale.

2.3.3 Subcontracting

If any part of the work covered by this RFP is to be subcontracted, the Operator shall identify the subcontracting organization and the contractual arrangements made therewith. Any subcontracting must be approved by the Zoo or its authorized representative. All approved subcontractors shall maintain workers' compensation insurance and liability insurance acceptable to the Zoo. The successful Proposer will also furnish each subcontractor's corporate or company name, address and principal contact. The Operator is solely responsible for all of the activities of its subcontractors. All subcontractor activity will be subject to all of the terms and conditions of the Operator's contract agreement with the Henry Vilas Zoo.

2.3.4 Alteration of Premises

The Operator may make alterations to the premises only after obtaining prior written approval from the Zoo through its Executive Director and/or Deputy Director. Approval may be withheld at the Henry Vilas Zoo's sole discretion. Capital facility improvements or alterations and fixed equipment shall remain on premises upon termination or expiration of the contract, unless the Zoo notifies Operator otherwise at the time of the improvement or alteration.

2.3.5 Conflict of Interest

The Proposer certifies that to the best of its knowledge no employee of the Zoo, 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 contract.

2.3.6 Regulations

The proposed services shall meet all current, pending and future regulatory

SECTION 2 – PROJECT OVERVIEW AND SCOPE OF SERVICES

requirements of all authorities having jurisdiction over its design, construction and operation, including the federal, state and local laws and statutes including, but not limited to the Madison or any other local municipality in which the service is located.

The Proposer shall fully comply with all applicable laws, regulations, and building codes governing non-discrimination in public accommodations and commercial facilities, including without limitation, the requirements of the Americans with Disabilities Act and all regulations thereunder. The Operator will assure that its employees are appropriately trained on serving and interacting with people with disabilities. No contract shall be awarded to any person, firm, joint venture, or corporation that is in arrears or is in default upon any debt or contract or that is a defaulter as surety or otherwise upon any obligation.

2.3.7 Due Diligence Requirement

The award of the Agreement pursuant to this RFP may be contingent upon the Proposer's timely and successful compliance with Henry Vilas Zoo's due diligence requirements.

2.3.8 Confidentiality

Operator acknowledges and agrees that, during the course this RFP submittal process, Operator and Operator's employees, agents and representatives may have access to or learn confidential information concerning the Zoo which is not generally known by or available to the public and that the Zoo would suffer damages and, in some instances, irreparable harm, if such Confidential Information were subject to unauthorized use or disclosure. For purposes of the effort, Confidential Information includes, but is not limited to data, materials, files, correspondence, plans, designs, and ideas of the Zoo, membership and donor information, animal management information and records, scientific research, personal identifying information concerning the Zoo's personnel, information concerning the Zoo and Dane County and its activities, financial records, and other information of a non-public and proprietary nature.

Operator agrees to safeguard and maintain the confidentiality of all Confidential Information to which the Operator or Operator's representatives have access to or receive during or after the termination of its relationship with the Zoo and to take steps to notify Operator's representatives of their obligations regarding confidentiality and obligations for protection of confidential data. Operator agrees to notify the Zoo immediately in the event of any unauthorized use or disclosure of any Confidential Information.

2.3.9 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 contract.

SECTION 2 – PROJECT OVERVIEW AND SCOPE OF SERVICES

2.4 **Insurance Requirements**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The Zoo in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

2.4.1 **Minimum Scope of Limits of Insurance**

Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

Each Occurrence	\$1,000,000
Produces – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$3,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The HENRY VILAS ZOO shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor on a primary and non-contributory basis".
- b. Contractor's subcontractors shall be subject to the same minimum requirements identified above.
- c. Contractor's policy shall include a blanket waiver of subrogation in favor of the Zoo.

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
------------------------------------	--------------------

- a. The policy shall be endorsed to include the following additional insured language: "The HENRY VILAS ZOO shall be named as an additional insured

SECTION 2 – PROJECT OVERVIEW AND SCOPE OF SERVICES

with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

- b. Contractor's subcontractors shall be subject to the same minimum requirements identified in this section.

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory Employers' Liability

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the HENRY VILAS ZOO.
- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- c. The policy will include an endorsement providing a waiver of subrogation in favor of the Zoo.

4. Cyber Liability Data Privacy Coverage

Each Occurrence	\$1,000,000
Annual Aggregate	\$3,000,000

5. Commercial Crime Coverage with Third Part Endorsement

Each Occurrence	\$1,000,000
Annual Aggregate	\$3,000,000

2.4.2 Additional Insurance Requirements

The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the HENRY VILAS ZOO is named as an additional insured even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

2.4.3 Notice of Cancellation

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the ZOO, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(HENRY VILAS ZOO, Attn: Joseph Darcangelo, 702 S. Randall Ave., Madison, WI 53715.**

2.4.4 Acceptability of Insurers

Insurance is to be placed with insurers duly licensed or authorized to do business in the HENRY VILAS ZOO and with an "A.M. Best" rating of not less than A-VII. The Zoo in no way warrants that the above-

SECTION 2 – PROJECT OVERVIEW AND SCOPE OF SERVICES

required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

2.4.5 Verification of Coverage

Contractor shall furnish the Zoo with certificates of insurance (ACORD form or equivalent approved by the Zoo) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the Zoo before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

2.4.6 Subcontractors

All required subcontractors' certificates and endorsements are to be received and approved by the Zoo before work commences. All insurance coverages for sub-contractors shall be subject to the minimum requirements identified above, unless otherwise specified in this Contract.

2.4.7 Safety Program

Operator must supply Zoo with a list of Safety training provided to staff and any associated safety training records, certificates, etc. for all employees working onsite. Operator must sign the Zoo Contractor Safety Policy and be compliant with all Zoo Safety Policies, as well as federal, state, local laws, ordinances, rules and regulations related to employee safety.

2.4.8 Approval

Any modification or variation from the insurance requirements in this Contract shall be made by the Zoo, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

2.5 Minimum Operating Scope of Services

2.5.1 Minimum Qualifications

1. Proposer's operating experience of food and/or retail concessions must be with similar venues of size, scale and location AND as a minimum requirement for responding to this RFP have at least three clients in with annual visitation greater than 750,000 total visitors – AZA accredited institutions would be preferred. If Catering services are bid separately, the Proposer must have minimum experience in providing over \$100,000 in annual catering revenues. Proposals that do not meet this minimum visitation requirement will not be accepted and will not be considered as a qualified proposal by the Zoo. If Proposer's are submitting a joint food and retail bid from two different Operators, both Operators must meet the minimum requirement and not just the lead.

SECTION 2 – PROJECT OVERVIEW AND SCOPE OF SERVICES

2. The financial capacity to assume responsibility for an operation of this size and to be able to make the required investments and financial guarantees.
3. Proposer must provide resumes of Proposer's key management staff who will be working with the Zoo's management team. Proposer must demonstrate diverse, individual backgrounds and experience.
4. Proposer must agree to client reference checks and on-site visitation. The Zoo reserves the right to visit or communicate with any of the Proposer's current and former accounts without notice during the evaluation period.
5. Proposer must demonstrate that it is a financially strong organization able to take on the financial obligations of the contract with the Henry Vilas Zoo.
6. Proposer articulates its overall plan, ideas for innovative service, presentation, design and staffing. In short, the Zoo is looking for aggressive and innovative ideas that will challenge the stereotypes held by typical "zoo food and retail experiences" and re-define what the food, retail and catering can and should be in a professionally operated/AZA accredited zoo.
7. Proposer demonstrates its understanding and commitment to the Zoo's objectives, including the Zoo's commitment to both customer service and efficient, profitable operations. The successful Proposer will prove a commitment to sustainable food operations.

2.5.2 Yearly Operating Plan

The Zoo's fiscal year begins on January 1 each year. Therefore, all financial reporting must correspond with this fiscal year. On October 1st of each year, the Operator shall submit to the Zoo's Executive Director and/or Deputy Director an Operational Plan for the coming fiscal year that includes at a minimum:

- A. Gross Revenue and Projected Commissions
- B. Proposed Improvements, if any
- C. Facility Maintenance and Repair Expenses
- D. Marketing Promotions
- E. Management and Staffing Plan

Proposer's operating plan must add to Henry Vilas Zoo's overall guest experience and attract clients and guests because of the quality of its operations.

1. Proposer presents a creative and innovative approach that will provide the Zoo's guests, members and staff the very best customer service and maximize revenue potential for the Henry Vilas Zoo and the Proposer.
2. Proposer demonstrates its capability to develop products and plans that will make the Zoo's food, retail and catering programs unique and compelling in its own right.
3. Proposer presents ways to attract signature events and corporate events with premium catering and event service delivery.

SECTION 2 – PROJECT OVERVIEW AND SCOPE OF SERVICES

4. Proposer has proven sales success in the corporate, philanthropic, and social communities.
5. Proposer has well-established sales infrastructure and processes.

2.5.3 Books & Records

Operator will be required to maintain complete and accurate financial records for all transactions and will issue monthly revenue and sales reports to the Zoo. Monthly reports are to include revenues by POS location (permanent stands, temporary stands, fixed buildings) with grand totals. Such monthly reports will be made available to the Zoo's Executive Director and/or Deputy Director no later than the 15th day of the following month. The Zoo reserves the right to audit the Operator's records at any time. Operator shall keep all such records available to the Zoo for at least three years after the termination of any agreement.

2.5.4 Minority Vendors

In recognition of the need for increased opportunities for qualified minority, female and disadvantaged enterprises, Henry Vilas Zoo is committed to promoting the participation of such businesses in its contractual relationships that relate to the operations of the Zoo. Accordingly, Operator should make good faith outreach efforts to utilize minority, female-owned, or disadvantaged-owned subcontractors and suppliers throughout the contract life (whether for capital expenditures or operating purchases), to the extent of their availability in the Madison marketplace.

2.5.5 Driving & Performance Standards

Henry Vilas Zoo is a Drug-Free Workplace. Operator, at its own expense shall be required to demonstrate that all employees assigned to work on Henry Vilas Zoo premises have passed a certifiable 10-panel drug screening test and are participating in a drug re-screening program. Operator staff will also be required to demonstrate that staff have participated in a similar program offered by Operator or its designee. Pre-employment drug screen test of "Negative" is required.

Operator shall conduct, at its own expense, a complete background investigation for all staff assigned to work at Henry Vilas Zoo premises, including, at minimum, thorough national, state and county criminal background checks, including a check of the sex offender registry, for the disclosed address(es) of residence supplied for each recruit to be placed on site based on information supplied by the recruit and a social security trace conducted by a reputable background check firm. Such criminal background checks shall be conducted for each county (or counties) and state (or states) of residence indicated by the recruit for the past seven years, as well as a national criminal background check. The Operator will have all such background checks conducted by a reputable background check vendor that has been accredited by the National Association of Professional Background Screeners for any qualified recruit that Operator intends to perform services on Henry Vilas Zoo premises. Operator must agree that any recruit whose background check reveals a criminal conviction (misdemeanor or felony conviction), other than a minor traffic violation within the past 7 years will not be assigned to perform work for the Zoo. For work that includes any type of driving of any motorized vehicle on Zoo premises, the Operator will additionally conduct a

SECTION 2 – PROJECT OVERVIEW AND SCOPE OF SERVICES

Driver's License check, conducted by a reputable background check firm, and will not assign any individual to perform services at Henry Vilas Zoo who do not have a valid license or who had their licenses suspended or revoked within the past 7 years.

Proof that such background checks have been conducted must be made available to the Henry Vilas Zoo upon request, subject to confidentiality rules against the release of certain information.

2.6 **Technology Requirements**

1. Infrastructure

The Zoo will be responsible for operating and maintaining all network equipment and connectivity (e.g. switches, routers, internet connection) up to the wall jack that is required for the operation to function efficiently for Operator on-site locations. The Zoo will also provide phone service for food service, retail and catering operations. All other equipment must be purchased and maintained by the Provider.

2. Point of Sale

The Operator will provide a new POS system, to be included in the Operator's capital investment initiative, to support food and retail operations. The Operator is to operate and maintain Point of Sale equipment as well as related software that has the reporting capability and potential for capturing member and other guest purchasing information and decisions. Licensing for additional modules/users to accommodate Food and Beverage and retail usage will be purchased by Operator, but ownership of the data and licensing will reside with Henry Vilas Zoo. Both parties will have full administrative access at all times to food service and retail, and catering hardware and software.

Backups of software will occur at an interval acceptable to both parties, but occurring no less than every 24 hours, and they will be located in a secure facility offsite. The Zoo owns the food service and retail POS equipment.

Operator must agree to facilitate the use of discounts and gift cards via Point of Sale devices. Data shall be shared between organizations regularly for business intelligence purposes. Regular reporting shall occur at an interval mutually agreeable by both parties.

Credit card terminals, as well as software and payment processor, must be EMV compliant. Where there are no existing data connections, Operator will be responsible for installation of any new physical or wireless connections to accommodate Point-of-Sale hardware, but the Henry Vilas Zoo will install and maintain them. The Henry Vilas Zoo will facilitate wireless connectivity via a secure network for Point-of-Sale mobile devices.

Operator will provide information about current or planned capability to use apps or other technology to support advance guest orders for speed and ease of guest service.

3. IT Support Capacity

Operator must provide adequate IT support of all computer hardware and related software at all times while the Zoo is open. A technician must be able to mobilize to

SECTION 2 – PROJECT OVERVIEW AND SCOPE OF SERVICES

physically and promptly troubleshoot equipment failure. Issues must be resolved using an established service level agreement that is agreeable to both parties. There must also be adequate inventory of physical equipment in the event of a failure. Food & Beverage, retail, and catering staff must be willing and able to collaborate with the Henry Vilas Zoo technology staff to solve issues.

4. Physical Security

The Henry Vilas Zoo will own and operate security cameras and requires cameras to be present to monitor Point of Sale transaction, permanent back of house Food & Beverage and retail entry points, vault room, and Food & Beverage and retail warehouse. Operator will purchase labor, cabling, and hardware for all cameras not currently present that will fit this description, and the Henry Vilas Zoo will coordinate purchase, installation, and configuration. Since the Operator is responsible for its cash management operations, the vault area of the Operator will also be a secure location, with access controlled doorways, security camera(s), and proper cash handling equipment and practices.

5. PCI Compliance

Operator must comply with standards set forth by the Payment Card Industry (PCI). The Henry Vilas Zoo will maintain network security, but payment processing, terminal security, manual processes, and other requirements for compliance are the responsibility of the Operator to maintain and regularly review. Operator must provide evidence of compliance to the Henry Vilas Zoo via a full report on an annual basis and work with the Henry Vilas Zoo if any collaborative remediation is necessary. The PCI Compliance report is due no later than July 1 of each year and will be transmitted via email to the Zoo's Executive Director and/or Deputy Director.

6. Catering Sales Software

Operator will be responsible for the cost of any catering software including the cost of the software, annual maintenance and user fees, installation, hosting, maintenance, and backups.

2.7 Operator Responsibilities

1. The Operator will be responsible for all applicable permits, licenses and fees pertaining to the operation of the food service facilities and shall comply with all federal, state and local laws, ordinances, rules and regulations related thereto, including but not limited to all required food handle, food service sanitation, or any related food certifications required. The Operator shall be responsible for satisfying all requirements, fees and taxes imposed by a government authority as a result of its operations.
2. The Operator will be responsible for all food operational expenses including, but not limited to, cleaning and maintaining grease traps and drain lines, hood and fan systems, mobile equipment (ovens, mixers, warmers, ice machines, grills, portable coolers and freezers, ice cream makers, etc.), uniforms, and anything needed to operate the food service business.
3. The Operator, as an independent entity, will indemnify and hold harmless the Henry Vilas Zoo and Dane County or its assignees from any and all liability and loss of any nature whatsoever arising out of the retail and food service facilities, including, but

SECTION 2 – PROJECT OVERVIEW AND SCOPE OF SERVICES

not limited to, any liability or loss caused by any act of commission or omission of the Operator, its agents, employees or invites, which may arise as a result of its operations.

4. The Operator will be responsible for maintaining all logistical equipment (i.e. electric carts, dollies, vehicles.)

Owner will be responsible for maintaining all utilities to the service point (but not responsible for equipment) and maintaining the building envelope and fixed assets that are Owner provided.

5. At its own cost and expense, the Operator must comply with the insurance requirements as set forth within this RFP.
6. The Operator is responsible for the daily upkeep of all shops, carts, gasoline and battery-powered transportation equipment (commonly referred to as vehicles and/or golf carts) and foodservice facilities as well as all equipment, furniture and fixtures, in a first-class, neat, safe, clean and sanitary condition. The area contained in and around these structures shall be maintained in a neat, safe and clean condition. The floors will be kept free of debris, displays will be kept stocked and clean, and seasonally appropriate stock levels will be maintained. When not in use, all food service facilities, including but not limited to carts, will be stored in a neat and orderly fashion. Operator is expected to maintain an “A” health rating on all Henry Vilas Zoo facilities at all times. The failure of the operator to receive anything less than an “A” rating on inspection will constitute a material breach of the contract and may be grounds for termination.
7. All internal and external signs deemed necessary by the Operator or Henry Vilas Zoo for the operation of the food service and retail facilities shall be the responsibility of the Operator. However, the design and location of such signs must meet the Zoo’s brand standards and have approval of Zoo’s Executive Director and/or Deputy Director in advance of fabrication and installation.
8. The Operator shall provide all labor required for operation of all retail, and food service facilities, including salaried management, professional, and administrative staff and hourly sales, support, and service associates. In carrying out its responsibilities, the Operator shall provide direct compensation and benefits to, and assume all responsibilities for, hiring, training, scheduling and supervising all employed personnel. The Operator will provide all personnel with The Henry Vilas Zoo approved-logo uniforms including shorts or pants, name tags and service training.

For purposes of the employer-shared responsibility provisions of the Patient Protection and Affordable Care Act of 2010, as amended, and its implementing regulations and regulatory guidance (“Affordable Care Act”), the Operator will be the common law employer of its workers and the Operator will not take any contrary position before any regulatory agency or in any court proceeding.

The parties acknowledge that the Zoo may be determined to be the common law employer of some or all of the workers the Operator assigns to work at Henry Vilas

SECTION 2 – PROJECT OVERVIEW AND SCOPE OF SERVICES

Zoo for purposes of the employer-shared responsibility provisions of the Affordable Care Act. As a result, consistent with the Affordable Care Act, the Operator will offer group health plan coverage to any workers that the Operator assigns to the Zoo who, based on their hours of service, must be treated as full-time workers eligible for group health plan coverage in order to avoid penalties under Internal Revenue Code Section 4980H, with enrollment offered to be effective no later than the date necessary under the regulations for avoiding penalties under Internal Revenue Code Section 4980H.

The group health insurance coverage offered to such workers will meet or exceed the requirements in the Affordable Care Act for employer-sponsored minimum essential coverage, minimum value and affordability (under the Federal Poverty Line Safe Harbor), and any and all other requirement necessary for complying with the Affordable Care Act and avoiding penalties under Internal Revenue Code Section 4980H.

The Operator will familiarize all its personnel with the Henry Vilas Zoo Emergency Procedures, key policies and all other safety policies at their orientation, which typically occurs on the first day of employment. All Operator employees are required to read such policies in full and may be asked to answer review questions during the course of their employment. The Operator is required to participate in all drills related to the Emergency Procedures, severe weather, guest or employee injury, fire or any other drills necessary for staff, guest and animal safety. These drills will be independent of similar drills conducted by the Zoo's staff and will be coordinated through the Zoo's safety department.

Henry Vilas Zoo prides itself on delivering exceptional customer service. To that end, the Operator must ensure that all of its employees undergo self-administered customer service and sales training that matches the high expectations of the Zoo. The Operator shall ensure that all of its employees complete the Henry Vilas Zoo's orientation and guest service training as directed by the Zoo's Guest Services staff/Deputy Director. All personnel must meet the Zoo's standards for appearance and standards of conduct and are subject to the same pre-employment screening and background standards, and standards for driving on Zoo grounds as the employees of Henry Vilas Zoo.

The Operator will implement reasonable actions to encourage retention of key employees to provide seamless delivery of services during the term of the agreement.

Management of the Henry Vilas Zoo has the absolute right of approval over selection of all on-site management staff employed by the Operator, including the general manager, and may require the replacement of management personnel for reasonable cause.

9. The Operator will provide all retail and food merchandise and/or products and will be responsible for all expenses related to product acquisition. The Operator shall pay all invoices on a timely basis so as not to jeopardize the receipt of product, equipment or supplies needed for successful operation. The Operator will be responsible for all consumable products used in the operation of the facilities.

SECTION 2 – PROJECT OVERVIEW AND SCOPE OF SERVICES

- 10.** The Operator will provide and maintain a sufficient quantity of small wares, such as small wares to be of high quality, banquet style. The Operator will abide by the Zoo's specific standards, rules and regulations regarding products sold in the Zoo.

Every effort will be made to promote Henry Vilas Zoo's conservation mission and core values when making product concept decisions. All products sold shall be appropriate to the mission, programs, animal collection and exhibits of Henry Vilas Zoo. The Zoo may require the removal or discontinuation of any product deemed inappropriate or objectionable in the Zoo or its designee's sole discretion.

Selection of products should consider sustainably sourced palm oil, locally sourced foods and other environmentally sustainable considerations.

The Operator is required to be an active participant in the Zoo's waste reduction and recycling programs and to support the Zoo's commitment to sustainable operations and design principles. This requirement is especially significant as it related to the Zoo's special and catered events. Proposals should include a comprehensive outline of how your company will incorporate modern sustainability practices and support the Zoo's mission. The Operator will be required to comply with all the Zoo's green initiatives.

The Zoo will implement a "conservation commerce" program with the Operator participating in this initiative. This program could include a donation request at point-of-sale locations in the form of a "round up" program or similar effort. All "round-up conservation" revenues collected by the Operator will be 100% pass-through to the Zoo.

- 11.** The Operator is required to utilize the Zoo's two-way radio system to ensure efficient communication. The Operator is responsible for the cost of acquiring and repairing its own radios. The Zoo maintains and pays for the FCC license for both parties.
- 12.** The Operator is responsible for the cost of acquiring, maintaining, and repairing its own golf carts, trucks and other needed transportation.
- 13.** As to all food facilities, the Zoo will provide and maintain the building "shell" and HVAC mechanical systems. This includes the roof, exterior walls, windows and doors, HVAC, electric, plumbing, gas, and foundations. Operator is responsible for the interior finishes of the building such as any flooring, painting, light fixtures, displays and any other finishes that are subject to normal wear and tear. The Operator is responsible for maintaining and cleaning all hood exhaust units within food service on a regular basis and will be responsible for any exterior damages caused to the Zoo's facilities in maintaining the hood exhaust units. The Operator is to maintain drain cleanliness and keep them free of all non-organic materials. The condition and cleanliness of all such equipment and interior areas should be maintained to a high standard. The Operator should maintain a program of cleaning and inspection, potentially including a third-party certification to ensure proper cleaning and condition of all Operator-responsible areas. All improvements by the

SECTION 2 – PROJECT OVERVIEW AND SCOPE OF SERVICES

Operator will be approved in advance by the Henry Vilas Zoo's Executive Director and/or Deputy Director.

- 14.** The Operator shall be fully responsible for the use and operation of both the Operator's and the Zoo's equipment and fixtures relating to the sale of food and for all maintenance, repair, upkeep and replacement thereof. The Operator shall be allowed to use equipment, lighting and fixtures currently in the food service and retail facilities and offices that are owned by the Zoo. The Operator agrees to accept said equipment and fixtures in their present condition and to return them to the Zoo in the same condition at the termination of contract, normal wear and tear excepted. Any replacement/repair of equipment, addition of equipment or fixtures, upgrading of software, equipment leases and maintenance contracts shall be at the expense of the Operator.
- 15.** The Zoo is responsible for managing pest control around all food, retail and catering facilities.
- 16.** The Operator shall be responsible for collection, compacting and disposal of rubbish or garbage at its locations.
- 17.** The cost of utilities for food, retail and catering services will be mutually agreed upon by the Operator and the Zoo. Where there are utilities and services associated with Operator's managed locations, the Operator will be responsible for an agreed upon annual allocation, as these services are covered under the Henry Vilas Zoo's service provider agreements. The Zoo desires to receive funding from the Operator to cover allocated utilities expenses, shared marketing efforts, and asset replacement and refurbishment. Please include an offer for reimbursement of these expenses in your proposal.
- 18.** Currently, the Zoo will be responsible for maintaining restrooms that are located within and/or adjacent to food service locations and/or facilities.
- 19.** The Operator will send, via email, monthly revenue reports to the Executive Director and/or Deputy Director no later than the 15th day of the following month. Monthly revenue reports shall include all gross revenues by point of sale ("POS") location (to include permanent stands, temporary stands, fixed buildings) with grand totals by location. Reports shall be formatted in Microsoft Excel Spreadsheets. The Zoo reserves the right to audit the Operator's records at any time.
- 20.** The Operator will be required to purchase, at cost, all usable food and retail merchandise as of the transition date.
- 21.** The Zoo strives to provide its guests with the highest quality experience. This means that all food and retail locations are to be open for business at regular, evening/extended and predictable hours such that these hours can be included in the Zoo's informational map. Specific hours of operation for all locations will be mutually agreed upon, in writing, between the Zoo and the Operator and will be consistent with the need to balance profitability with customer service standards. Closing food facilities without the prior agreement of Zoo Management could result in fee penalties.

SECTION 2 – PROJECT OVERVIEW AND SCOPE OF SERVICES

- 22.** For food and retail concessions operations, the Operator will cooperate with and participate in Zoo sponsored guest satisfaction programs and surveys. The Operator will conduct surveys and programs which are aimed at regularly measuring and improving guest experience. The Operator must maintain positive guest experience ratings, which shall be mutually agreed. Results shall be shared with the Zoo on a regular and agreed upon schedule.
- 23.** For catered events, the Operator will provide a dedicated sales and service support team along with the Chef and Chef's team; flexible menu options; conduct weekly events meetings to ensure effective communications, seamless delivery sales and service, optimal revenue mix and repeat clients/events; and support marketing and promotion of the Zoo's brand.
- 24.** For catered events/functions, the Operator or their designee, is responsible for all set-up/take-downs and cleaning of all permanent tables, chairs and related amenities for all contracted events and functions. All catered event and function space must be returned to its original pre-event condition. Any item within the "envelope" of the Operators sales and catering service area must be removed and replaced by the Operator in coordination with the Zoo.
- 25.** The Operator will provide the highest quality hostess, bar, steward and server functions for catered events.
- 26.** For all catered events, guest surveys will be requested and must maintain positive ratings, mutually agreed by the Zoo and the Operator. These will be summarized and shared with the Zoo on a regular and agreed-upon schedule.
- 27.** The Operator is to use systems to provide clear and accurate menu and room set up details for events. The Operator will offer shared access to the Owner where such access will benefit the overall quality of products and service delivery. Information about such orders is to be summarized and both the reports and summaries shared with the Zoo.
- 28.** The Operator and the Zoo's Executive Director and/or Deputy Director will mutually agree on pricing and product selection for all food service and catering items. Annually, the Operator will submit a product selection and pricing schedule that will be reviewed and approved by the Executive Director and/or Deputy Director. The Operator will not raise pricing without the written consent of the Zoo's Executive Director and/or Deputy Director. Approval shall be prompt and not unreasonably be withheld. Updated and timely menu changes shall be communicated to the Zoo's Executive Director and/or Deputy Director or his/her designee, prior to publishing.
- 29.** The Operator shall be required to obtain and maintain (keep in good standing) all required liquor permits and licenses necessary for all types of alcoholic beverage dispensing and sales that occurs at Henry Vilas Zoo, including the State of Wisconsin and local municipalities.

2.8 **Conservation & Sustainability**

1. Total Commitment

The Operator will, in good faith, support and participate in existing and future efforts to be a leader in the zoological community for practicing the highest standards in sustainability, recycling, landfill diversion and future conservation and sustainability programs practiced by the Zoo.

2. Sustainable Purchasing Policy

Henry Vilas Zoo is accredited by the Association of Zoos & Aquariums (AZA) and certified by the rigorous American Humane Association. Conservation, education and excellent animal care are at the core of the Zoo's mission. By inspiring people to care and act, Henry Vilas Zoo is making a difference in our planet's future ecological health and sustainability.

The Zoo is committed to ensuring that its mission and values are reflected in the products and services it procures, and in the suppliers with whom it does business.

By preferentially selecting sustainable choices, Henry Vilas Zoo can help to minimizing damage to wildlife, habitat and the environment while stimulating the green economy and benefitting society at large.

3. Plastic Bags and Straws

The Zoo currently operates with plastic bags and paper straws in all concession areas. The Operator will help to develop future efforts with waste reduction and conservation initiatives that support the Zoo's conservation and sustainability values.

3.0 RFP RESPONSE PREPARATION REQUIREMENTS

Proposals shall be organized to comply with the section numbers and names as shown below. Each section heading should be clearly marked. Graphics may be included. The RFP sections and the order in which they should be responded to and presented are listed below. Once completed, the RFP response shall be saved as a PDF and submitted to Dane County Purchasing (See Section 1.6).

3.1 **Cover Letter**

Please provide a cover letter from the person representing the Proposer for all contact during the review, evaluation, and contract negotiation process. The cover letter is to indicate that the Proposer is in agreement with all the terms and conditions outlined in the RFP document.

Proposals should provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Proposals must be complete and concisely worded and must convey all the information requested to be considered responsive. Pages containing information of a confidential nature should be stamped as such and noted in the Designation of Confidential and Proprietary Information section of Attachment A – Proposer Information.

Proposals must be made in the name under which the Proposer is registered to conduct business, showing the registered and principal business address, good standing certificate, and it must be signed by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.

3.2 **Attachment A – Proposer Information**

3.3 **Table of Contents**

Provide a table of contents that, at a minimum, includes all of the sections as identified below. Listings of sub-sections and graphics/tables also may be included. Section dividers are encouraged.

3.4 **Executive Summary**

Please provide an Executive Summary of your entire proposal that includes highlights of what you deem to be the most important aspects of your proposal (Your Company, Your Operational Plan for the Henry Vilas Zoo, and Proposer's Options).

3.5 **Plan for Zoo Facilities & Operating Ideas or Concepts**

1. Plan For Zoo Facilities

Provide the general plan for the current Henry Vilas Zoo facilities that would be operated.

2. Product Plan

- a. Proposals should include a product concept plan for each location and an example of at least one cart operation. Also, include a sample product mix with average markups and product pricing.
- b. Proposals should include sample catering menus.

SECTION 3 – PROPOSAL PREPARATION REQUIREMENTS

- c. Since one of the Zoo's goals is ensuring its continued economic success, provide an overview of what existing (and future) food and retail locations may be necessary to achieve this financial goal and outcome.
- d. Provide a description of the buying plan to achieve the concepts proposed, the role of corporate staff in purchasing product and input that the Zoo would have in product selection.
- e. Proposals should address marketing strategy.

3. Operating Ideas or Concepts

Provide suggested operating ideas or concepts for the Henry Vilas Zoo. Idea or concepts might include such things as:

- a. Ideas on new facilities or new food service, retail, and catering programs.
- b. Ideas that might enhance the Zoo's food service, retail and catering operations.
- c. Additional proposed investment in existing food, retail, and catering facilities.

3.6 Operating Plan

1. Transition Plan

Please detail your transition plan indicating what activities and actions you will be undertaking from the time of award of the contract until the contract effective date assumed to be on April 1, 2022. Include the staffing plan and specific personnel for the transition and start-up.

2. Yearly Operating Plan for Henry Vilas Zoo

- a. Please provide a retail, food and catering operating plan.
- b. Submit a five-year pro forma for retail, food service and/or catering operations indicating projected sales, commissions paid, and guaranteed payments.
- c. Provide the Proposer's marketing plan and expenditures that should consider, but not be limited to, the Zoo's current marketing plans and efforts.
- d. Submit the Proposer's plan for marketing the Zoo's unique venue and catering line of business.

3.7 Technology & Sustainable Practices

1. Technology Requirements

Provide a response to the technology requirements outlined in section 2.6. Include specific information regarding the Point of Sale system and all other technology that would be the responsibility of the Operator.

2. Sustainable Practices

Provide a plan and/or a response to section 2.8 Conservation and Sustainability.

3.8 Professional Qualifications & References

1. Qualifications, Experience & Financial Strength

- a. Provide evidence of Proposer's general background, experience, and qualifications to operate successful food service, retail, and catering venues.

SECTION 3 – PROPOSAL PREPARATION REQUIREMENTS

- Evidence should include a complete work history at venues of a similar size and volume. Also, provide a current client list with length of relationship.
- b. The Zoo is particularly interested in similar operations at cutting edge and/or high-end catering and event venues of a similar size and client mix.
 - c. The Zoo is also keenly interested in similar operations within AZA-accredited zoos and aquariums, museums, cultural institutions, and/or theme parks with similar annual attendance and size. Please provide a complete profile of similar accounts, including sales volume by category, type of contract, tenure at account, and collateral material. Provide name and telephone number for client liaison. Provide photographs showing food concepts at existing locations that exemplify the type of food/dining/catering concepts that you would employ at the Henry Vilas Zoo.
 - d. Provide two years of financial statements (condensed format is acceptable) prepared in accordance with generally accepted accounting practices, or if publicly held, the last two annual reports. In addition, provide interim financial reports generated as of a recent date. These statements must demonstrate adequate capitalization for seasonal cash flow fluctuations as well as the ability to fund capital improvements. If investment and/or operating capital are to be funded from a source other than existing capitalization, a financing plan must be attached.
 - e. Demonstrate the financial capacity of the Proposer to provide fixed and non-fixed improvements, and whatever other improvements the Proposer deems necessary for successful operation. The Proposer must also demonstrate the financial capacity to meet obligations for start-up capital and any financial guarantees made.

2. Staffing

- a. Provide a complete staffing/organization chart for management, supervisory, and line support personnel who may be involved with the proposed Henry Vilas Zoo operations. Please provide detail backgrounds of your management and supervisory staff. Describe their proposed responsibilities at the Zoo.
- b. The Operator must agree to, at the Operator's expense, ensure that Operator's employees pass a criminal background check as described elsewhere herein prior to their first day of work. If the Operator uses temporary staffing agencies, the agencies must conduct the same background checks and comply with the Zoo's requirements as described herein.
- c. Henry Vilas Zoo is particularly interested in Proposer's plan for staff training. Please provide a description of your existing resources. It should be noted that the selected Operator's employees will participate in the Zoo's customer and employee training programs at no cost to the Operator, with the exception of any training or certifications required by law which shall be provided by the Operator at the Operator's expense.
- d. Provide information regarding sales staff experience levels, turnover rates, acquisition and retention plans to ensure high quality and consistent staffing.

SECTION 3 – PROPOSAL PREPARATION REQUIREMENTS

3. References

Please provide at least two trade and three client references including current accounts. **Please provide contact names for any accounts at similar-sized facilities as Henry Vilas Zoo which you have had during the preceding three (3) years.** By submission of these references you are indicating a willingness for Henry Vilas Zoo to contact these individuals regarding product mix, service and the quality of the relationship. You are to release the received references and Henry Vilas Zoo or its agents from any claims arising from responses provided by the received references or inquiries made by the Zoo or its agents.

It is also required that you provide the above requested information for all accounts lost or terminated during the preceding three (3) years.

3.9 Appendix

Please include any standard or boilerplate material that directly relates to your proposal in the Appendix, i.e., financial statements, annual reports, etc. Promotional materials that are not specifically requested should be included as appendices.

3.10 Financial Package – Commissions & Capital Investments

The financial package must be saved and submitted as a separate document from the RFP response (See Section 1.6).

For the purpose of this document, gross sales are defined as gross receipts less customer returns and any applicable state or local sales tax, which shall be deemed received at time of sale, not at time of billing or payment.

1. Commissions

Provide a concise statement of the proposed commission rates based upon a percentage of gross sales with a guaranteed minimum annual payment.

- a. The guaranteed minimum payment may be reduced on a pro-rata basis if annual attendance should fall below 700,000 Zoo visitors.
- b. Total visitors are defined as members and free visitors as reported by the Zoo's admissions staff.

2. Capital Investment

Provide a capital investment plan accompanied by a proposed implementation timeline.

- a. Although the plans for future capital expansion are not finalized, the Proposer must also present percentages or other general parameters for how it would propose to make capital investments, currently and upon any new construction or renovation of food, retail or catering facilities at the Zoo.
- b. Capital investments by the Operator, mutually agreed upon between the Zoo and the Operator, will be amortized over an agreed useful life.
- c. The Operator will be reimbursed for any unamortized balance of capital investments in the event the contract is terminated prior to the end of the contract term.

SECTION 3 – PROPOSAL PREPARATION REQUIREMENTS

- d. Should the Operator terminate the contract without cause, the Operator will be solely responsible for all portions of unamortized capital remaining at the account.
- e. The parties will attempt to negotiate a reasonably specific financial package prior to contract, and, thereafter, will negotiate from year to year how capital changes and improvements will affect the financial package.

3. 5-Year Pro Forma

Provide a 5-year pro forma of sales and commissions.

4. Alternative Commission/Compensation Plan

An alternative commission/compensation plan can be provided, but will only be considered if it includes a plan based on the above structure as well.