

Concession Proposal
2016-2017

Organization Name: BOBALOU ENTERPRISES LLC - 53217

Organization Address: 9328 N. BROADMOOR RD. BAYSIDE WI

Contact Name: LOUIS R. MANISCALCO

Contact Address: 9328 N. BROADMOOR RD.

Contact email: CATMAN1219@AOL.COM

Telephone number: (cell) 414-315-3016 (home) 414 325-2027

This proposal is for (complete one or both):

 Saratoga Softball Complex

\$ 2626 = Proposed annual service fee to be paid to City of Waukesha Parks, Recreation & Forestry Department for operation of concession stand (minimum \$2,600)

 W.R.O Youth Sports Complex

\$ _____ = Proposed annual service fee to be paid to City of Waukesha Parks, Recreation & Forestry Department for operation of concession stand (minimum \$2,900)

Complete the following questions. Attach additional pages if necessary.

1. Please list the proposed food and drink products to be sold at the concession, with an emphasis on healthy choices. Provide proposed prices or criteria by which future pricing will be determined. Alcohol/tobacco sales prohibited.

2. Describe background of your ability and experience in providing concessions in a park or other public/private setting. If services were provided under a previous business name, please provide.

3. List a minimum of three references related to recent experience pertaining to concessions:

A. Reference 1

- Business Name:
- Contact Person:
- Phone Number:
- Other info:

B. Reference 2

- Business Name:
- Contact Person:
- Phone Number:
- Other info:

C. Reference 3

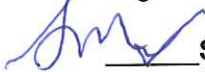
- Business Name:
- Contact Person:
- Phone Number:
- Other info:

4. Describe your process for screening employees and/or volunteers for criminal history to ensure that persons with extensive criminal history or crimes of violence against others will not be employed.

5. If you or your business are now, or have been, involved in any litigation, please explain.

Please initial the following:

A. I agree to be open during the following hours (initial beside appropriate park(s)):



Saratoga Softball Complex

6:15 pm until conclusion of last scheduled game, Monday-Friday during the season (roughly mid April-mid October)

*NOTE: During inclement weather situations, the Saratoga Softball Complex may be closed. If the complex is closed, the concession stand will also be closed.

W.R.O. Youth Sports Complex

5:15 pm until conclusion of last scheduled game, Monday-Thursday during the season (roughly early June-early August)

*NOTE: During inclement weather situations, the WRO Youth Sports Complex may be closed. If the complex is closed, the concession stand will also be closed.

B. I agree to make payments to the City of Waukesha Parks, Recreation & Forestry department in increments as follows (initial beside appropriate park(s)):

- Sm **Saratoga Softball Complex**
- 1. 20% by June 15th
 - 2. 20% by July 15th
 - 3. 20% by August 15th
 - 4. 20% by September 15th
 - 5. 20% by October 15th

- _____ **W.R.O. Youth Sports Complex**
- 1. 33% by June 30th
 - 2. 33% by July 30th
 - 3. 34% by August 30th

C. _____ I have read the sample agreement and believe I can meet the requirements if selected as a concession vendor.

**Acknowledgement of RFP Conditions
For Park Food Concessions**

In the event of a successful award of contract, proposer acknowledges that:

- 1. Vendor will be able to comply with the insurance provisions of the City of Waukesha Concessionaire Contract and to provide proof of insurance naming the City of Waukesha as additional insured.
- 2. Vendor will have in their possession, or will obtain prior to contract commencement, valid permits or licenses required by the State of Wisconsin, Waukesha County, City of Waukesha or other lawful authority.
- 3. Vendor will authorize the City to perform background checks and/or credit checks as deemed necessary.
- 4. Vendor will sell items in a City Park only after a contract has been executed

Proposer:

Louis R. Maniscalco 2-8-16

Signature

Date

Name (printed)

Title

LOUIS R. MANISCALCO

OWNER/MGR.

the City's request. Concessionaire acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.

16. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
17. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
18. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.
19. **Contacts.** Communications regarding this Contract shall be directed to the City, Ron Grall, Director of Parks, Recreation and Forestry, rgrall@ci.waukesha.wi.us, (262) 524-3734, or Karen Richards, SPARS Coordinator, krichards@ci.waukesha.wi.us, (262) 524-3741; and to Concessionaire, [insert name] [insert email address and phone].

City of Waukesha

By Shawn N. Reilly, Mayor
Date: _____

Attested by Gina L. Kozlik, City Clerk
Date: _____

Concessionaire

LOUIS R MANISCALCO OWNER / MGR
[Name, title]
Date: 2-8-16