

CONTRACT FOR PURCHASE OF SERVICES
between the City of Madison and Gib's Bar

1. **PARTIES.**

This is a Contract between the City of Madison, Wisconsin, hereafter referred to as the "City" and Gib's Bar, hereafter referred to as "Contractor."

The Contractor is a: Corporation Limited Liability Company General Partnership LLP
(to be completed by contractor) Sole Proprietor Unincorporated Association Other: _____

2. **PURPOSE.**

The purpose of this Contract is as set forth in Section 3.

3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

Attachment 1: Scope of Work and Payment
Attachment 2: Alcohol 2017 Standard Procedures
Attachment 3: Gib's Proposal for the City of Madison Madison Public Library Alcohol Beverage Service

4. **TERM AND EFFECTIVE DATE.**

This Contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Madison. The term of this Contract shall be January 1, 2017 through December 31, 2017 with two (2) one-year options for renewal.

5. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties.

6. **ASSIGNABILITY/SUBCONTRACTING.**

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

7. **DESIGNATED REPRESENTATIVE.**

- A. Contractor designates Gilbert as Contract Agent with primary responsibility for the performance of this Contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 15, Notices.
- B. In the event of the death, disability, removal or resignation of the person designated above as the Contract agent, the City may accept another person as the Contract agent or may terminate this Agreement under Section 25, at its option.

8. **PROSECUTION AND PROGRESS.**

- A. Services under this Agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this Agreement within the time for completion specified in Section 3, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 24 of this Agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. **AMENDMENT.**

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

10. **EXTRA SERVICES.**

The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 24. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 23, unless the Contract is amended as provided in Section 9 above.

11. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NON-DISCRIMINATION.**

In the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

13. **AFFIRMATIVE ACTION.**

A. The following language applies to all contractors employing fifteen (15) or more employees (MGO 39.02(9)(c):

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the Contract is still in effect, or if the City enters into a new Agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated by the Department, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 13.A.) at the time the Request for Exemption in 13.B.(2) is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$25,000 Aggregate Annual Business with the City*	\$25,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) **Exempt Status:** In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 13.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 13.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) **Request for Exemption – Fewer Than 15 Employees:** (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) **Exemption – Annual Aggregate Business:** (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$25,000 in annual aggregate business with the City in the calendar year. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$25,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.

(4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) Articles of Agreement:

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (check one):

- A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract takes effect is less than twenty-five thousand dollars (\$25,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

14. **SEVERABILITY.**

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

15. **NOTICES.**

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

Mark Benno, Facilities Manager

(Department or Division Head)

Madison Public Library

210 W Mifflin St, Madison, WI 53703

FOR THE CONTRACTOR:

Gilbert Altschul

Gib's Bar

1380 Williamson St.

Madison, WI 53703

16. **STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.**

It is agreed that Contractor is an independent Contractor and not an employee of the City, and that any persons who the Contractor utilizes and provides for services under this Contract are employees of the Contractor and are not employees of the City of Madison.

Contractor shall provide its taxpayer identification number (or social security number) to the Finance Director, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. The Contractor is informed that as an independent Contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.

17. **GOODWILL.**

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

18. **THIRD PARTY RIGHTS.**

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

20. **CHOICE OF LAW AND FORUM SELECTION.**

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

21. **COMPLIANCE WITH APPLICABLE LAWS.**

The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.

22. **CONFLICT OF INTEREST.**
- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
 - B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.
23. **COMPENSATION.**
It is expressly understood and agreed that in no event will the total compensation under this Contract exceed \$ 0.
24. **BASIS FOR PAYMENT.**
- A. **GENERAL.**
 - (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 23 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
 - (2) The Contractor shall submit invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.
 - (3) Should this Agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
 - (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
 - (5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.
 - (6) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
 - (7) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
 - (8) The City will not compensate for unsatisfactory performance by the Contractor.
 - B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**
 - (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.
 - (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
 - (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
 - (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.
25. **DEFAULT/TERMINATION.**
- A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Contract and all rights of Contractor under this Contract.
 - B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.
26. **INDEMNIFICATION.**
The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

27. **INSURANCE.**

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

Commercial General Liability

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Automobile Liability

The Contractor shall procure and maintain during the life of this Contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Worker's Compensation

The Contractor shall procure and maintain during the life of this Contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Professional Liability

The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the Contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28. **OWNERSHIP OF CONTRACT PRODUCT.**

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

29. **LIVING WAGE (Applicable to contracts exceeding \$5,000).**
Unless exempt by MGO 4.20, the Contractor agrees to pay all employees employed by the Contractor in the performance of this Contract, whether on a full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances.

30. **EQUAL BENEFITS REQUIREMENT (Sec. 39.07, MGO.) (Applicable to contracts exceeding \$25,000).**
This provision applies to service contracts of more than \$25,000 executed, extended, or renewed by the City on July 1, 2012 or later, unless exempt by Sec. 39.07 of the Madison General Ordinances (MGO).

For the duration of this Contract, the Contractor agrees to offer and provide benefits to employees with domestic partners that are equal to the benefits offered and provided to married employees with spouses, and to comply with all provisions of Sec. 39.07, MGO. If a benefit would be available to the spouse of a married employee, or to the employee based on his or her status as a spouse, the benefit shall also be made available to a domestic partner of an employee, or to the employee based on his or her status as a domestic partner. "Benefits" include any plan, program or policy provided or offered to employees as part of the employer's total compensation package, including but not limited to, bereavement leave, family medical leave, sick leave, health insurance or other health benefits, dental insurance or other dental benefits, disability insurance, life insurance, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

Cash Equivalent. If after making a reasonable effort to provide an equal benefit for a domestic partner of an employee, the Contractor is unable to provide the benefit, the Contractor shall provide the employee with the cash equivalent of the benefit.

Proof of Domestic Partner Status. The Contractor may require an employee to provide proof of domestic partnership status as a prerequisite to providing the equal benefits. Any such requirement of proof shall comply with Sec. 39.07(4), MGO.

Notice Posting, Compliance. The Contractor shall post a notice informing all employees of the equal benefit requirements of this Contract, the complaint procedure, and agrees to produce records upon request of the City, as required by Sec. 39.07, MGO.

Subcontractors (Service Contracts Only). Contractor shall require all subcontractors, the value of whose work is twenty-five thousand dollars (\$25,000) or more, to provide equal benefits in compliance with Sec. 39.07, MGO.

31. **BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS.** (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)

A. **DEFINITIONS.**

For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

B. **REQUIREMENTS.** For the duration of this Contract, the Contractor shall:

- (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
- (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
- (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
- (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
- (5) Comply with all other provisions of Sec. 39.08, MGO.

C. **EXEMPTIONS:** This section does not apply when:

- (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
- (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt under sec. C.(1) or (2) above, Contractor must demonstrate to the City that there is a law or regulation that requires the hiring practice in question. If so, the contractor is exempt from this section for the position(s) in question.

32. **WEAPONS PROHIBITION.**

Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

33. **IT NETWORK CONNECTION POLICY.**

If this Contract includes services such as software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: <http://www.cityofmadison.com/attorney/documents/posNetworkConnection.doc> is hereby incorporated and made a part of this Contract and Contractor agrees to comply with all of its requirements.

34. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

35. **COUNTERPARTS, ELECTRONIC DELIVERY.**

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR

16 Bars LLC

(Type or Print Name of Contracting Entity)

By: _____

(Signature)

Gilbert Altschul / Owner

(Print Name and Title of Person Signing)

Date: _____

9/22/2016

**CITY OF MADISON, WISCONSIN
a municipal corporation**

By: _____

Paul R. Soglin, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

Date: _____

By: _____

Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Date: _____

Michael P. May, City Attorney

Date: _____

NOTE: Certain service contracts may be executed by the designee of the Finance Director on behalf of the City of Madison:

By: _____

Kathryn L. Schwenn, CPA, Accountant 3
Designee of Finance Director

Date

MGO 4.26(3) and (5) authorize the Finance Director or designee to sign purchase of service contracts when all of the following apply:

- (a) The funds are included in the approved City budget.
- (b) An RFP or competitive process was used, or the Contract is exempt from competitive bidding under 4.26(4)(a).
- (c) The City Attorney has approved the form of the Contract.
- (d) The Contract complies with other laws, resolutions and ordinances.
- (e) The Contract is for a period of 1 year or less, OR not more than 3 years AND the average cost is not more than \$50,000 per year, AND was subject to competitive bidding. (If over \$25,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the Contract, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

Emergency Service contracts may also be signed by the designee of the Finance Director if the requirements of MGO 4.26(3)(c) are met.

ATTACHMENT 1: SCOPE OF WORK AND PAYMENT

1 GENERAL SCOPE AND CONTRACT REQUIREMENTS

1.1 Contract Term

MPL anticipates negotiating an initial one year term agreement with options to renew for two additional one year terms, upon mutual agreement of the parties involved. The absence of any such notice or action by the City to renew shall not be construed as automatic renewal by the contractor.

Six months after the start of the agreement, MPL shall evaluate the operations of alcohol beverage services to determine if the operation is satisfactory and is meeting the objectives of MPL. Thereafter, the vendor will be evaluated on an annual basis.

1.2 Contract Start Date

The awarded vendor shall be expected to start offering alcohol beverage services by January 1, 2017.

1.3 Financial Objectives

The library expects ²⁵25% of gross alcohol beverage sales for all outside groups. MPL requires this payment on a quarterly basis (January 1, April 1, July 1, and October 1). All payments will be verified by examining the vendor's financial statements and copies of all customer invoices for MPL events. These statements are subject to MPL and City of Madison auditing. No donations and no "free" services are possible for alcohol beverage services. The ²⁶26% fee does not apply to Madison Public Library staff events, Madison Public Library Foundation events, Friends of the Madison Public Library events, or events for designated affiliate organizations.

1.4 Quality of Service

1. It is the intention of MPL to contract for services that are of the highest quality attainable. All alcohol beverage service areas must be kept clean, orderly and sanitary at all times and in strict accordance with all applicable laws, ordinances, rules and regulations.
2. All alcohol and non-alcohol beverages sold or kept for sale shall be first quality, wholesome and pure. All materials and equipment kept on hand shall be stored and handled with due regard for sanitation and in compliance with Public Health of Madison and Dane County and State Health Codes.
3. All merchandise kept for sale by the Contractor shall be subject to inspection, approval, or rejection by the Director and/or his/her duly authorized representative.
4. The Director or his/her designee shall have the right to reject the character of service and require that undesirable practices be discontinued or remedied. Failure of the Contractor to take appropriate action after notification may be cause for cancellation of the contract.
5. The city may call to the Contractor's attention any act or behavior by contractor's employees that MPL finds to be not in the best interest of MPL. Contactor shall take immediate corrective action appropriate to the particular situation.

1.5 Operating Maintenance Standards

1. Contractor(s) is responsible for maintaining high standards of appearance and cleanliness, keeping the alcohol vendor areas neat, clean, and in good repair.
2. Contractor will ensure that waste and recycling receptacles do not become overfilled during public hours or during the event hours.

ATTACHMENT 1: SCOPE OF WORK AND PAYMENT

3. Evaluation of compliance with maintenance requirements shall be at the City's sole discretion.
4. Compliance with MPL's Alcohol 2017 Standard Procedures.

1.6 Employee Standards

1. Contractor will recruit, train, supervise, direct and deploy the optimum number of employees and licensed bartenders to match customer demand and work requirements.
2. Each employee will: 1) be clean, neat and well groomed; 2) be professional, courteous, friendly to the public; 3) have met any required health examinations and requirements before employment at the alcohol beverage service.

1.7 Environmentally Friendly ("Green") Products and Practices

The recently renovated public library is a Gold LEED certified building and therefore, MPL shall follow LEED requirements to maintain the appropriate certification. The City of Madison and MPL are committed to implementing eco-friendly initiatives to create a positive impact on the environment and health of visitors and residents of the City. Therefore, MPL shall require the contractors to use eco-friendly products and employ sustainable practices in the operation and maintenance of the alcohol beverage services.

The Contractor shall, as appropriate, use chlorine free biodegradable products such as, but not limited to, paper towels, napkins, utensils and plates if the contractor intends to use disposable products.

Furthermore, the contractor shall use "Green Seal" eco-friendly products such as, but not limited to, soaps and cleaners for operational and cleaning purposes. A list of Green Seal certified products can be found at <http://www.green Seal.org/FindGreenSealProductsandServices/RestaurantsandFoodServices.aspx>. MPL also prefers the serving of sustainable products and the training of staff on environmentally friendly practices.

1.8 Permits and Licenses

1. The vendor shall, at its own expense and cost, procure and keep in force during the entire period of the Agreement all permits and licenses required by law for the conduct of its operation.
2. It is understood that this Agreement is conditioned upon the vendor's acquisition and maintenance of valid licenses to sell fermented malt beverages and intoxicating liquors on MPL Central Branch premises.
3. Nothing contained herein shall be construed as binding the City to the issuance of any license or permit needed by the Vendor for the conduct of its operations hereunder.
4. In the event the City fails to issue to the Vendor any license or permit needed for the conduct of its operations under this Agreement, the Vendor may, at its option, terminate this Contract paying only those amounts which are due to the City for events which have already taken place. This shall in no way obligate the City for any contract breach the Vendor may be accused of by a third party.
5. In the event of termination or expiration of this Agreement by either party, it is mutually understood and specifically agreed that any and all permits or licenses issued by the City for operations at MPL Central Branch shall be canceled or surrendered without further notice or hearing.

ATTACHMENT 1: SCOPE OF WORK AND PAYMENT

2 SPECIAL EVENT ALCOHOL BEVERAGE SERVICES

2.1 Special Event Alcohol Beverage Services

Selected proposer shall be the alcohol beverage vendor for alcohol designated events at Central Library.

Spaces available for events include the Central Library's third floor reception room (2,665 square feet/250 maximum capacity) and the third floor Madison Room (approx 1,500 square feet) as reception set up and overflow. Both rooms feature beautiful views of the Overture and downtown, and will attract many interested and diverse parties. These rooms are also adjacent to the Central Library Art Gallery, and will provide flexible opportunities for unique and attractive reception layouts. The other space available is located on the ground floor in a room known as The Bubbler, seats approximately 75.

2.2 Schedule

The vendor shall be available to provide alcohol beverage service for lunch and dinner 365 days a year, as needed.

2.3 Menu and Pricing

Proposers must be able to offer a menu sufficiently diverse to satisfy a wide range of tastes and price points. Examples would include a range from rail liquor and domestic beer to craft drinks and premium brands.

2.4 Food

All food sales and service will be managed and performed by one of MPL's designated catering vendors. MPL expects alcohol vendor to plan and coordinate with the designated caterers for all joint events in a seamless and professional manner.

2.5 Exceptions

In certain cases the alcohol beverage vendor may be allowed to serve light snacks.

2.6 MPL Policies and Procedures

Private events are subject to the Madison Public Library Policies & Procedures for Private Events.

2.7 Booking of Events

All event bookings must be made through the MPL events office with the MPL events office being the initial and final point of contact.

2.8 Library Responsibilities

The Library will provide:

1. Full access to the Central Library and its AV capabilities.
2. Coordinated access to a bar support area near the third floor reception space. This area includes a secure liquor storage area.
3. General building security.
4. All waste and recycling containers
5. Two portable bars
6. Lockable commercial cooler
7. Kegeerator
8. Up to twenty round cocktail tables

ATTACHMENT 1: SCOPE OF WORK AND PAYMENT

2.9 Vendor Responsibilities

The vendor will provide:

1. Above mentioned alcohol beverage services.
2. Staffing, event setup/take down, and material transport to and from loading dock facility.
3. Cleaning services for alcohol service areas at conclusion of event.
4. All alcohol specific equipment, i.e. glasses, napkins.
5. All alcohol beverages and supplies.
6. All event coordination for space rentals.

ATTACHMENT 2

Alcohol 2017 Standard Procedures

- Facility Use
 - Garage
 - No parking is allowed in front of the garage at any point
 - Loading Dock
 - Must be trained on the proper usage of the loading dock
 - Parking near the loading dock is only permitted for active loading/unloading
 - Flatbed Carts
 - At the end of every use carts will be put back on the loading dock
 - Elevators
 - All vendors shall use staff elevator for product transport
 - Clean up
 - Any spills need to be reported to the Event Coordinator immediately
 - Anything brought into the library must leave the same day
 - Examples include: dishes, coffee stations, cups
 - For extreme cases please work with the Event Coordinator to find best solution for caterer and Library
 - Garbage to be taken to the loading dock before exiting an event
 - Alcohol permit holder will be responsible for bussing cocktail tables
 - Any tables used will be cleaned of debris
 - Catering Kitchen
 - At the end of each event permit holder agrees to:
 - Wipe off all surfaces with approved cleaning solution
 - Take garbage/ recycle to the loading dock
 - Clean out any debris in sinks
 - All areas of the event space will be checked by onsite Event Coordinator before permit holder may exit the premises
- Pre Event Coordination
 - Will work with the Event Coordinator a minimum of 5 days before each event to finalize event details



Proposal for the City of Madison
Madison Public Library Alcohol Beverage Service

Proposer: Stephanie Ricketts on behalf of Gib's Bar
Address: 1380 Williamson Street, Madison WI 53703
RFP #: 8536-0-2016-JA
Title: Alcohol Beverage Service
Due: Friday, June 10, 2016, 2:00 PM CST



Proposal Table of Contents:

Chapter 1: Required RFP Forms

- A. Signature Affidavit - RFP Form A
- B. Receipt Forms and Submittal Checklist - RFP Form B
- C. Proposer Profile Information - RFP Form C

Chapter 2: Executive Summary

- A. Briefly describe your business organization, experience and qualifications in relation to providing services required in this RFP.
- B. Provide a brief statement of project understanding and the distinguishing characteristics of your proposal.

Chapter 3: Qualifications, Experience and References

A. Background and History.

- 1. Describe briefly your firm's background and history. State organization's size: local, regional, national and international, in relation to providing services requested in this RFP. State the location of the office from which this engagement will be serviced and the range of activities performed at that office.
- 2. Provide a statement of the length of time you have been in business supplying the services referenced herein and/or experience in serving governmental entities.
- 3. Demonstrate your firm's capability and evidence of your experience providing services equal to or greater in scope than those requested in this RFP.

B. Contractor Organization.

- 1. Organization Chart.
- 2. Contract Team.
- 3. Resumes (See Appendix A)
- 4. On-Site Manager Designation

C. Experience and References.

- 1. Demonstrate the firm's capability, experience and qualifications in providing services equal to or greater in scope than those requested in this RFP. Describe the project team's relevant experience, especially in contracts of similar size and scope.
- 2. List any and all contracts your firm has done for the public sector.

3. References – RFP Form E. (See Appendix B)

- D. Disclosure of Conflict of Interest
- E. Disclosure of Contract Failures, Litigations
- F. Financial Capability. (See Appendix C)
- G. Insurance
- H. Health Department Inspections
- I. Food Safety Programs
- J. Alcohol/Food Sales Mix (See Appendix C)

Chapter 4: Alcohol Beverage Service Concepts

A. Describe in detail how you intend to operate the MPL alcohol beverage services operation. A. Please provide a point by point response to the items below.

1. **General Concepts.** Describe the theme or menu orientation of the alcohol beverage service.
2. **Menu Items and Prices.** (See Appendix D)
3. **Other Information.** Provide other information or other value-added concepts and capabilities that will convey the type of alcohol beverage service operation you intend to operate.
4. **Implementation, Operating, and Marketing Plan.**
 - a. Marketing Plan
 - 1) Describe how you will market your special events services to potential clients.
 - 2) Describe the plan you will use to encourage your existing clients to book spaces at MPL for their special events, including annual events.
 - 3) Explanation of customer satisfaction programs you have in place or intend to put in place at MPL. How will the Library receive customer feedback from alcohol beverage service patrons?
 - b. Fit of approach
 - 1) Describe why the firm's selected alcohol beverage services approach fits this particular operation.
 - 2) Provide an explanation of your approach to alcohol beverage service; how you plan events, how you determine what drinks are offered, and what on-site support you will have.
 - 3) Provide a list of offerings for a variety of events. Assume 100 people for each

type of event and list all costs including rentals, staff, and delivery.

c. Use of MPL resources

Chapter 5: Fees Schedule

A. Complete RFP Form D, Fee Schedule.

Chapter 1: Required RFP Forms



Form A: Signature Affidavit

RFP #: 8536-0-2016-JA Alcohol Beverage Service

This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

Gib's Bar

COMPANY NAME

[Handwritten Signature]

SIGNATURE

06/10/16

DATE

Stephanie Ricketts

PRINT NAME OF PERSON SIGNING



Form B: Receipt of Forms and Submittal Checklist

RFP #: 8536-0-2016-JA Alcohol Beverage Service

This form must be returned with your response

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit	SR	
Form B: Receipt of Forms and Submittal Checklist	SR	
Form C: Vendor Profile	SR	
Form D: Fee Proposal	SR	
Form E: References	SR	
Appendix A: Standard Terms & Conditions	N/A	
Appendix B: Contract for Purchase of Services	N/A	
Addendum # _A	SR	
Addendum # _B	SR	
Addendum # _C	SR	
Addendum # _D	SR	

Gib's Bar

VENDOR NAME

Gib's Bar

COMPANY NAME



Form C: Vendor Profile

RFP #: 8536-0-2016-JA Alcohol Beverage Service

This form must be returned with your response.

COMPANY INFORMATION

COMPANY NAME (Make sure to use your complete, legal company name.) Gib's Bar			
FEIN		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME (Able to answer questions about proposal.) Stephanie Ricketts		TITLE Event Coordinator	
TELEPHONE NUMBER 608-216-8152		FAX NUMBER	
EMAIL stephanie@gibs.bar			
ADDRESS 1380 Williamson Street		CITY Madison	STATE WI
			ZIP 53703

AFFIRMATIVE ACTION CONTACT

The successful Contractor, who employs more than 15 employees and whose aggregate annual business with the City for the calendar year, in which the contract takes effect, is more than twenty-five thousand dollars (\$25,000), will be required to comply with the City of Madison Affirmative Action Ordinance, Section 39.02(9) within thirty (30) days of award of contract.

CONTACT NAME Edward Hong		TITLE General Manager	
TELEPHONE NUMBER 608-213-2741		FAX NUMBER	
EMAIL drink@gibs.bar			
ADDRESS 1380 Williamson Street		CITY Madison	STATE WI
			ZIP 53703

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME Stephanie Ricketts		TITLE Event Coordinator	
TELEPHONE NUMBER 608-216-8152		FAX NUMBER	
EMAIL stephanie@gibs.bar			
ADDRESS 1380 Williamson Street		CITY Madison	STATE WI
			ZIP 53703

LOCAL VENDOR STATUS

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid's due date will receive preference. Learn more and register at the City of Madison website.

CHECK ONLY ONE:

- Yes, we are a local vendor *and* have registered on the City of Madison website under the following category: Food and Beverage www.cityofmadison.com/business/localPurchasing
- No, we are not a local vendor or have not registered.

Chapter 2: Executive Summary

Chapter 2: Executive Summary

A:

Gib's is a cocktail lounge located in a retrofitted Victorian house on Williamson Street. The bar opened in April 2015 as a partnership between Gil Altshul (owner of Gib's and neighboring Grampa's pizzeria), Edward Hong (General manager) and Hastings Cameron (mixology consultant). On the menu are a wide variety of seasonally inspired, hand crafted cocktails as well as various beer and wine offerings. In addition to running a successful physical location, Gib's has experience catering special events both in and out of house. From intimate farm dinners to large bridal expos, the staff and management of Gib's create customized beverage services for all manner of events. Between the three co-founders the business benefits from over 3 decades of experience in the food and beverage service industries.

B:

The Madison Public Library is seeking an alcoholic beverage vendor of the highest caliber, capable of providing not only exemplary service but exceptional experiences to patrons of special events. Gib's is a perfect candidate for this role. The offerings provided by the management and staff of Gib's are singular, rooted in classic bartending legacies while simultaneously expanding into new and innovative techniques. The menu at the bar is ever changing, highlighting the best of what is in season in our area and unique craft spirits. This blended approach of steadfast offerings combined with customized, seasonal cocktails will give patrons of Madison Public Library events a fantastic variety of options to choose from. In addition, Gib's staff are experienced at coordinating special events with service customized to the client's needs. Hastings Cameron and Edward Hong are enthusiastic creators of one of a kind cocktails designed for events. As a chef, Gil Altschul is able to pair beverage service with various food offerings. Stephanie Ricketts has been the event coordinator at Gib's since September 2015 and is well positioned to facilitate smooth and enjoyable collaborations between the Library and the bar.

Chapter 3: Qualifications, Experience and References

Chapter 3: Qualifications, Experience and References

A - Background and History

Gib's Bar, located at 1380 Williamson Street on the eastside of Madison, WI, was initially conceived as a complementary cocktail lounge to neighboring local business, Grampa's Pizzeria. In addition to the businesses sharing the same owner, Gil Altshul, they also share many similar principles, including local sourcing, using seasonal ingredients, and as Gil puts it, "giving people fine elements in an affordable, approachable space." Within months of opening it was apparent that the bar was also gathering a dedicated and enthusiastic following of its own. A renovated Victorian house is home to the split level cocktail lounge, and is also the base of operations for all off site catering, inventing and preparing cocktail components, preparing the light snack service offered offered in the bar, and storage. A variety of in-house events are also hosted in the bar, either throughout the entire house or on just the upper floor.

1. Provide a statement of the length of time you have been in business supplying the services referenced herein and/or experience in serving governmental entities.

Gib's has been providing drink service for special events since before the bar even opened, starting in February of 2015. While we do not have direct experience working with government entities, we have worked with a wide range of clients, from individuals throwing celebrations for themselves to corporate events to fundraisers.

2. Demonstrate your firm's capability and evidence of your experience providing services equal to or greater in scope than those requested in this RFP.

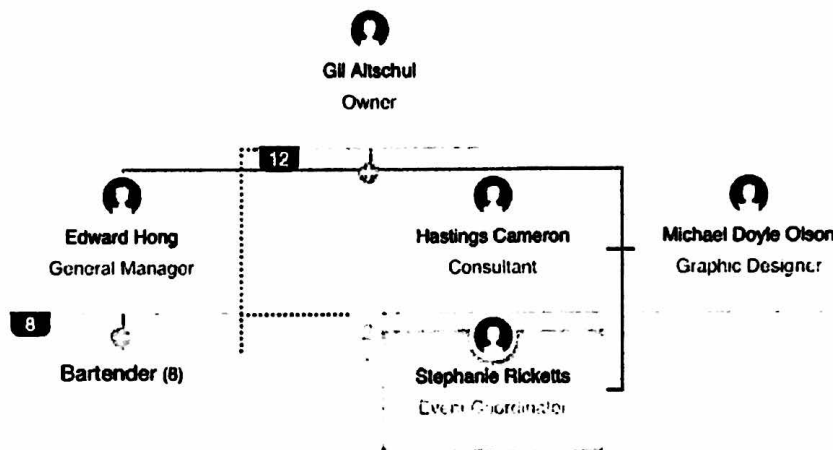
We are confident in our ability to provide top notch beverage service for MPL events. Here is a short list of our most applicable experiences catering other occasions across the city and state. At all of the events below our team planned the menu based on client input, carried in all necessary equipment and product, set up, provided service and cleanly broke down each location.

- 2015 Camp Wedding: Hosted by Cherry Blossom Events at Camp Wandawega in Elkhorn, WI, Camp Wedding is a showcase of top notch wedding vendors and an immersive educational experience. We provided two kegged cocktail options for an evening drink workshop, to a group of about 35 participants. We have been invited back for the 2016 Camp Wedding.
- Wedding Service: In June 2015 our staff catered the bar service for a 250 person wedding. On offer were 4 signature cocktails, classic cocktails upon request, 2 beer and 4 wine options. We received very positive feedback on our service and product.
- Cocktail Classes: Gib's provides on and off site cocktail classes of anywhere from 4-25 people. Whether they are focused on a particular spirit (ex: Bourbon) or on cocktail techniques (like making the perfect WI Old Fashioned) our courses have proved popular.
- Trek Events: Our staff provided kegged cocktail service for a Trek Ladies night event and the Trek Grand Re-Opening event in April and June of 2016, respectively. Each event had between 50-100 people in attendance at any point in time, and we received very positive feedback.

- **Cha Cha Party:** Our team provided kegged cocktail service in December 2015 to roughly 100 attendees at the ChaCha Holiday Party. We once again got positive reviews.
- **Collaboration:** Gib's staff enjoy collaborating with others in Madison and our distillers in the Midwest. We host House Parties four times per year that feature other local "guest" bartenders, Midwestern distilleries, and local DJs. We worked with Harvest to create a cocktail pairing for their molecular dinner during Madison Area Chef Network (MACN) Week, and served during the event. We are also enthusiastic participants in Madison Cocktail Week.

B - Contractor Organization.

- **Organization Chart:**



Stephanie Ricketts will act as the on-site general manager assigned to work with MPL on any and all events.

- **Contract Team**

The team involved in the execution of this contract would be as follows:

- Stephanie Ricketts shall act as general manager and primary liaison for all MPL events. Including and prior to her event work with Gib's, Stephanie has directly overseen and coordinated dozens of events over the past 8 years, from major conferences to intimate weddings. She reports directly to Gil Altschul, and works with the full top level management team on the creation of menus, execution of service, etc. She will be the on the ground support for events at the Library as well as the person to work on all financial and billing issues.
- Edward Hong and Hastings Cameron will work directly with Stephanie to meet any specialized drink needs for clients, create customized menus, and also ensure proper staffing of each event. All bartenders at Gib's are highly trained professionals, and will be assigned to events according to availability.

- Michael Doyle Olson will create promotional materials, catering menus for events, and other design elements as needed.
- Gilbert Alschul and Stephanie will be available as needed for MPL, including on holidays and weekends and after normal business hours. Should either be unavailable due to planned or unplanned absences, Edward Hong will step in as the interim contact.
- Please find resumes for Gil Alschul, Edward Hong, Hastings Cameron, Stephanie Ricketts, and Michael Doyle Olson attached in Appendix A.

C - Experience and References.

1. Demonstrate the firm's capability, experience and qualifications in providing services equal to or greater in scope than those requested in this RFP. Describe the project team's relevant experience, especially in contracts of similar size and scope.

Gib's team draws upon a wealth of experience executing sustainable, responsible, efficient and profitable beverage programs across myriad contexts: from Grampa's elegantly curated beer and wine offerings, to coordinating beverage experiences at festivals and weddings, pop-up events and the conception of multi-venue event series that span the city. Members of our team have previously helped execute a range of public [e.g. the opening Gala, Bubbler events] and private events at the library when the license was still nascent: Cameron recalls learning, and envying, the emergence of a liquor cage, ice machine, and mobile bar near the tail end of his tenure at Underground, and wishing he'd been able to see the program forward with those resources at hand. Cameron helped coordinate the beverage offerings at the first iteration of Yum Yum Fest, and helped conceive Madison Cocktail Week, which was a rousing success in 2015 and 2016. *MCW* involved simultaneous logistical coordination across 22 events at 17 venues: encompassing promotion, product distribution, bartender and educator staffing, etc. Hong has executed intimate, enlightening spirits and cocktail classes with 8 attendees, and efficiently dispensed delicious cocktails at weddings with 500 in attendance, and spirits industry events with thousands in attendance. Efficiently transforming spaces to generate rewarding social experiences is what we and our entire team are passionate about. Judiciously deploying our staff to help the library realize its full potential as a social and informational hub would be an honor we are eager and equipped to embrace.

2. List any and all contracts your firm has done for the public sector.

Every month Gib's selects a local non-profit to participate in the Community Cocktail program. Working with the beneficiary, Gib's staff create a custom cocktail to have on the menu for the month. A proceed of all sales of the "Community Cocktail" is donated to the participating organization.

We also threw a fundraiser for Planned Parenthood [Nicole Safar nicolesafar@gmail.com] in our space in 2015, and have collaborated with Fairshare CSA [Erika Jones erika@csacoalition.org] on a several series of cocktail classes and happy hours, before and after opening.

3. References – Please see Form E, attached in Appendix B.

D - Disclosure of Conflict of Interest

The staff and management of Gib's have no conflicts of interest.

E - Disclosure of Contract Failures, Litigations

Gib's has no contract failures or litigations to disclose.

F - Financial Capability

- Provided for your review in Appendix C are our 2016 Year To Date Balance Sheet, Our end of year balance sheet for 2015 (our first year of operations) and well as our 2016 profit and loss report. Our accountant also provided a letter, also attached in Appendix C.

G - Insurance

Should Gib's be selected, the business will carry the insurance required under par. 27, Insurance, of Appendix B, Contract for Purchase of Services.

H - Health Department Inspections

As Gib's is not currently under contract with any venue, the most recent health inspection for the bar itself is attached in Appendix C.

I - Food Safety Programs

- Gil Altschul, Gib's Owner, is a certified Food Safety Managers and is directly oversees all food safety standards. Any Gib's employee staffing an event will also have an operator's license.

J - Alcohol/Food Sales Mix

In Appendix C reviewers will find the sales for the full amount of time Gib's has been in operation. As you will see, we easily satisfy the requirement that 85% or more of our sales mix is for alcohol.

Chapter 4: Alcohol Beverage Service Concepts

Chapter 4: Alcohol Beverage Service Concepts

The City will evaluate the proposer's understanding of and ability to meet contract requirements as defined in RFP Section 3, Special Event Alcohol Beverage Services.

Describe in detail how you intend to operate the MPL alcohol beverage services operation.

A. Please provide a point by point response to the items below.

1. General Concepts. Describe the theme or menu orientation of the alcohol beverage service.

Our menu origination for MPL service will be high quality, locally sourced, seasonally inspired, customized and delightful. Gib's offers a variety of classic and house made craft cocktails, a selection of fine wines, and an array of beer selections. Our cocktail menu features classic cocktails with modern twists, like our kegged Old Fashioned, and house created specialty drinks, like the Yirgacheffe (a drink akin to a coffee manhattan). Our menu focuses on local spirits and beers made in the Midwest, house-made components (like bitters, ginger beer, soda water), and a blending of traditional bartending skills with molecular mixology. We like to be creative with our offerings, creating a sense of playfulness and whimsy. Those elements, depending on the client's desires and needs, will continue in our offerings for MPL guests.

If it would be of interest to the Library, our team of bartenders are interested in creating with a menu built around prominent authors, books or other library relevant ideas. It would be a pleasure to collaborate with Library staff on a specialized menu built around a shared love of books, reading and print culture! This menu would be on offer only for MPL events, and would be in addition to our other offerings.

We would also like to highlight at non-profit groups working with MPL in our Community Cocktail program in-house at the bar on Williamson Street.

2. Menu Items and Prices. Provide a list of menu items and prices. See section 3.3 for menu requirements. Include cycle and/or seasonal menus and explain how they will be rotated.

Please find a menu including our Classic Cocktail options in Appendix C. Important note: We believe in serving quality spirits, and in the importance of a high caliber of additional drink ingredients. Our rail liquor tends to be mid-shelf in other establishments.

We prefer to work directly with clients to determine their budget, taste preferences, event priorities, etc. rather than passing out a boiler plate catering menu. We're happy to change offerings to accommodate the needs of our clients, and love the challenge of creating new drinks! Season menus are developed each year in June, September, December and March.

3. Other Information. Provide other information or other value-added concepts and capabilities that will convey the type of alcohol beverage service operation you intend to operate.

As mentioned earlier in this proposal, we take a somewhat more molecular approach to cocktail execution that is engaging and interesting to guests. We use seasonal ingredients as well as flavors that are not often assumed in a cocktail setting, like locally harvested violets, sweet vermouth infused in coffee, and milk washed gin. We also use clarified ingredients that we create via our in-house centrifuge, along with house-made bitters and vermouth. We also vacuum seal products, which accelerates maceration and flavor in our cocktails.

There is a great deal of playfulness and whimsy in our cocktail offerings. We offer a nitro slushie on hot summer days, created an offering called the "Breakfast of Champions" (a fun offering featuring rum infused horchata and house made kalua cereal), and drinks like the "Beets & Rhymes" or "Tequila Mockingbird". Gib's also collaborates with other organizations and individuals to continue to create drinks that delight the mind as well as the tongue, like our cheeky Lesbian Pop-Up bar offerings ("The Lavender Menace" and "Tipping the Velvet") or our specialized drink offerings paired with food cart offerings during our Summer Food Cart Series. We believe this lighthearted approach would be greatly appreciated by Library patrons, and make our offerings truly special!

4. Implementation, Operating, and Marketing Plan.

a. Marketing Plan

1) Describe how you will market your special events services to potential clients.

Gib's actively promotes our catering program through our website, our social media channels and through events like bridal expos, Camp Wedding, etc. Stephanie Ricketts is the direct point of contact for any and all special event inquiries.

2) Describe the plan you will use to encourage your existing clients to book spaces at MPL for their special events, including annual events.

As the MPL alcohol vendor, Gib's would actively promote the library and it's venues through all media channels. The Library's information would be linked and promoted on our website, and information about the library's programs and venues included both in the bar and at all our expos and other promotional events. We would also like to feature organizations working with MPL in our Community Cocktail program. Not only would this be a fun way of highlighting the broad spectrum of organizations that utilize Madison's public libraries, it would also be a tangible benefit to those partners. Community Cocktail beneficiaries generally receive between \$100-\$400 in drink proceeds (depending on the volume of drinks purchased) and also benefit from promotion in the bar on our social media channels.

3) Explanation of customer satisfaction programs you have in place or intend to put in place at MPL. How will the Library receive customer feedback from alcohol beverage service patrons?

All clients utilizing Gib's services through MPL would receive a short survey after the completion of their event, requesting input on the process of selecting their menu, the execution of service and quality of product during the

event, and other relevant questions. The results of those surveys will be shared with the Library quarterly.

b. Fit of approach

1) Describe why the firm's selected alcohol beverage services approach fits this particular operation.

Gib's staff excel at making customized, high quality drink experiences. Given the premium the library places on quality, creativity, imagination and innovation, our cocktail offerings, enthusiastic and detail oriented staff, and our commitment to top notch product and excellent customer service are a phenomenal fit for the Madison Public Library. We will work with clients to make every drink experience memorable and delightful.

2) Provide an explanation of your approach to alcohol beverage service: how you plan events, how you determine what drinks are offered, and what on-site support you will have.

Stephanie Ricketts, our event coordinator, handles all event inquiries and outreach. After determining the most important details about an event (date, size of group, budget, type of event, etc), she discusses preferred spirits, and special themes and other exception details that the client finds important. The upper management of Gib's discusses any special accommodations, drinks, or other custom elements that the client would like, determines some options within their price points, and then Stephanie finalizes a contract with the client. Stephanie also provides day of event support, while our highly trained bartenders execute service.

3) Provide a list of offerings for a variety of events. Assume 100 people for each type of event and list all costs including rentals, staff, and delivery.

Luncheon Event for Doyenne Institute: \$10-\$20/person

- *Coffee and tea service*
- *Lemonade or other fruit drink*
- *Cocktail Offering #1 - The Pollen Collins (Death's Door gin, lemon, honey, orange flower water & bubbles, garnished with a lemon peel and fresh herbs or flowers)*
- *Cocktail Offering #2 - "The Doyenne" (a punch of macerated fruit, vodka, champagne and campari)*

Wedding Reception: \$20-\$25/person

- *Coffee and tea service*
- *Sodas and other non-alcoholic beverages as requested*
- *Cocktail Offering #1 - Wisconsin Old Fashioned (cognac, bourbon, clarified orange juice, lemon cordial & bitters)*
- *Cocktail Offering #2 - Paloma (tequila, mezcal, grapefruit juice, lime, sugar & soda)*
- *Cocktail Offering #3 - "The Happy Couple" (vodka, elderflower liqueur, lemon juice, simple syrup, campari)*
- *2-4 wine options*
- *2-3 beer options*

End of Conference Dinner: \$10-\$15/person

- *Coffee and tea service*
- *Sodas and other non-alcoholic beverages as requested*
- *Cocktail Offering #1 - Rye Old Fashioned (Rittenhouse 100, demerara, bitters & lemon oil)*
- *Cocktail Offering #2 - Conference Punch (Rose, white wine, vodka, citrus cordials)*
- *Cash bar for beer and/or wine, running between \$4-\$9/serving*

Central Library Special Nighttime Event (Stacked Redux!): Cash Bar

- *On offer:*
 - *Keg of Beer on tap: \$4/serving*
 - *Bottled Beer: \$5-\$6/serving*
 - *4-8 Event Specific Cocktails: \$5-\$10/serving*
 - *Non-alcoholic ginger beer (house-made): \$3/serving*
- Use of MPL resources

Gib's staff will use all of the resources outlined in the RFP, as well as outlets for some equipment and the building, books and staff for inspiration.

Chapter 5: Fees Schedule

A. Complete RFP Form D, Fee Schedule. Proposers are invited to suggest innovative and alternate options for financial arrangements to compensate MPL.

Chapter 5: Fees Schedule



Form D: Fee Proposal

RFB #: 8536-0-2016-JA Alcohol Beverage Service

This form must be returned with your response.

For alcohol beverage services, the vendor shall pay Madison Public Library a minimum of 25% fee of all gross sales. The Madison Public Library is encouraging vendors to propose innovative financial approaches (e.g., graduated percentage fees based on gross sales, etc.) for this agreement.

The Contractor agrees to pay Madison Public Library a percentage fee of gross sales, excluding service, linen, glassware, china, flatware, sales tax, entertainment, equipment rental, gratuities and/or other costs related to the provision of services herein, per the following schedule:

Annual Gross Catering Sales	% Fee
All alcohol beverage sales	Minimum 25%

Gib's Bar

COMPANY NAME

Appendix A: Resumes



Stephanie Ricketts

Event Planner

608.216.8152

stephanie.ricketts@gmail.com

Education

UNIVERSITY OF WISCONSIN-MADISON

Project Management Certification - February 2015

B.A. in Women's Studies, African American Studies + LGBT Certificate - May 2008

EDGEWOOD COLLEGE

Sustainability Leadership Certification - July 2013

Objective

For the past four years I have been organizing events and managing projects in my professional and personal life. I love all of the aspects of this work, from dreaming up the big ideas to executing the last logistical details. My attention to detail, creativity and general enthusiasm for organizing has been channeled into rewarding and inspiring events for participants and volunteers alike. I would like to continue building my portfolio of events, with an emphasis on community and local food.

Relevant Work Experience

2015-present: Gib's • Event Coordinator

As the Event Coordinator at Gib's, I head up logistics for most events, in and out of house, as well as spearhead our involvement in expos, private programs and other forms of community outreach. I also manage internal programs like our Euchre Wednesdays, Summer Food Cart Night and Community Cocktail.

- Through my stewardship, the Community Cocktail program has become well-known throughout the community, with a waiting list forming for organizations interested in participating. I expect donations to the community in excess of \$2500 for calendar year 2016.
- Since my hire Gib's has hosted several highly successful events, including the Gold Party on New Year's Eve and the House Party Series.
- Gib's has participated in a wider variety of events, including bridal expos, Camp Wedding, a Planned Parenthood Fundraiser, a FairShareCSA fundraiser and more.

2012-2015: Eat for Equity-Madison • Founder and Lead Event Planner

Driven by a desire to serve my community, I founded Eat for Equity-Madison in 2012. It is an independent local branch of a national non-profit, and has grown from a one woman project to a rich organization with over 35 regular contributors and hundreds of attendees.

- Under my leadership, Eat for Equity-Madison has raised and donated over \$20,000 to local organizations
- My co-organizer and I have planned and organized over a dozen major events ranging from intimate gatherings of 10 to over 125 attendees.
- I coordinate every aspect of Eat for Equity events, including developing and sticking to a budget, brand development, advertising/outreach, vendor selection, volunteer recruitment and coordination, soliciting donations, set up and tear down of event space, and food preparation
- I successfully raised over \$6,000 in monetary and ingredient donations, including grants and in-kind donations.
- I have grown the organization's profile by managing our Facebook page, website content and media inquiries.
- I am also in charge of all day-to-day logistics of running a non-profit, including negotiating with the Madison Department of Public Health; recruiting prospective hosts, beneficiaries and venues; representing the organization at a variety of local events; managing accounts and liaising with the national branch of Eat for Equity.

2008-present: Williamson Street Grocery Cooperative • Executive Assistant + Project Coordinator

The Williamson Street Grocery Cooperative (WSGC) is a natural foods cooperative that operates two successful retail locations grossing over \$40 million in sales per year.

- Last summer I planned a highly regarded series of tours, workshops and host city activities for the 2014 CCMA Conference, with roughly 550 attendees.
- As the final celebration for CCMA, I planned a party at the Madison Children's Museum for 500+ attendees including 2 local bands, full catering and cocktails.

Gil Altschul



2330 Mark St • Madison, WI 53703 • Phone: 608-852-1901 • E-Mail: gilbertaltschul@yahoo.com

Objective

To continue pushing the food and drink scene in Madison forward.

Education

B.A. 2005
General Business with a focus on entrepreneurship - University of Wisconsin, Whitewater

A.A. 2007
Scottsdale Culinary Institute

Experience

Mickey's Tavern (Madison, WI) 2008

- Implemented all aspects of a new food program

Biaggi's Ristorante Italiano (Madison, WI) 2009

- Sous Chef for 2 years

Blanca (Solana Beach, CA) 2011

- Expanded culinary skills

Mickey's Tavern (Madison, WI) 2013

- General Manager

Grampa's Pizzeria (Madison, WI) 2014

- Chef/Owner

Gib's Bar (Madison, WI) 2016

- Owner

References

Joe Krupp - joe@primeurbanproperties.com - (608) 347-1866

Ed Linville - edlinville@linvillearchitects.com - (608) 575-9496

Jane Capito - janecapito@gmail.com - (608) 234-0053

Roger Charly - rogerleecharly@gmail.com - (608) 347-7911

Edward Hong

1147 Sherman Ave. #2 | Madison, WI 53703

608-213-2741

edward8hong@gmail.com

Education

Bachelor of Music | University of Wisconsin-Madison | Full Scholarship | May 2006

Business Certificate | University of Wisconsin-Madison | May 2006

Master of Arts | University of Iowa | Full Scholarship (Research Assistant) | May 2011

Awards

Regional Finalist | GQ & Bombay Sapphire Most Imaginative Bartender | Chicago, 2016

Regional Finalist | Diageo World Class Competition | Cleveland, 2015

Winner | Uncle Val's Story of a Bartender | New Orleans, 2015

Finalist | Pershing's Own Ceremonial Band Audition | Washington DC, 2009

Semi-finalist | U.S. Marine Band Audition | Washington DC, 2009

Industry Recognitions/Roles

Camp Runamok | Activation Team | June 2016

Bar Institute | Lecturer | April 2016

Portland Cocktail Week | Varsity Team | October 2015

Work Experience

Gib's | General Manager | April 2015-present

University of Wisconsin-Whitewater | Associate Lecturer | September 2014-present

Forequarter | Lead Bartender | June 2013 - March 2015

Merchant | Bartender | June 2014 - March 2015

Osteria Papavero | Bartender | August 2014-February 2015

Copper Street Brass Quintet | Trumpet & Grant Proposal Writer | 2011-2013

Orchestra Iowa | Substitute/Section Trumpet | 2010-present

University of Iowa | Brass Ensemble Coach & Trumpet Instructor | 2009-2011

Madison Symphony Orchestra | Substitute/Section Trumpet | 2007-present

Wisconsin Chamber Orchestra | Substitute/Section Trumpet | 2007-present

FEMUSC Music Festival, Jaraguá do Sul, Brazil | Associate Professor | Summer 2007

Wisconsin Youth Symphony Orchestra | Brass Coach & Trumpet Instructor | 2006-2010

University of Wisconsin-Madison Summer Music Clinic | Trumpet Instructor | 2004-2010

2005-present: freelance--copywriter and journalist

- Quick & dirty design and information management skills: comfortable managing broad range of CMS platforms and navigating a range of design platforms; just enough to be dangerous—or effectively liaise with a proper designer..
- Revisited previous career by writing a Beverage professional's guide to Imbibing in Madison for nationally circulated Imbibe magazine as part of PR push prior to Gib's open.
 - De facto previous career 2004-2008: freelance cultural critic with a hip-hop emphasis, published in the *Village Voice*, *Portland Mercury*, *Seattle Weekly* and on *Nerve.com*, among others. Currently revisiting with a forthcoming cocktail-centric multimedia project.

2014-present: beverage director & opening consultant, Gib's Bar

- **11/15-current:**
 - Ongoing assistance with on-site menu development & menu development for forthcoming projects
 - Onstaff staff cocktail and spirits training – currently finishing development of Edward-Tufte-inspired spirits menu that stands to enhance both staff and consumer knowledge of Gib's ever-expanding spirits library
- **5/14-5/15 (conception through open):**
 - *Conceived and designed* elegant two-floor cocktail bar with Marissa Johnson and proprietor Gilbert Altschul that conserved the essential character of the building's Queen Anne residential structure, while seamlessly integrating two bars with unique service styles
 - emphasizing quick service of classic cocktails, wine and beer on the first floor
 - more elaborate, labor-intensive modernist approach to the spirit-forward second floor offerings.
 - *Licensing process*
 - Attended neighborhood association and city agency meetings as project representative, both with, and without, Altschul and Johnson. Assiduously engaged neighborhood association email list-serv between meetings to address neighbors' concerns, while consistently framing how positive and dynamic an addition to the neighborhood the project would prove to be.
 - *Additional initial PR*
 - Coordinated initial announcement of project in local press and a preview in Imbibe, a nationally circulated beverage publication.
 - Coordinated collaborative multi-venue pop-up bar series to galvanize both public and service industry enthusiasm for the project: each tailored to the host venue's unique character: among them Genna's, Merchant, Osteria Papavero and Sujeo
 - *Opening staffing*

- Recruitment of general manager Edward Hong and opening staff, training initial floor staff, development of employee manual, service protocols
 - *Menu development & execution*
 - Responsible for initial and ongoing menu development
 - Conceived house original cocktails and established house stand
 - Beer/liquor/wine/produce ordering and inventory management protocols
 - Implemented ordering/inventory systems to facilitate transition of responsibility to Hong and another management staffer promoted from within

2014-present: Co-founder, Madison Cocktail Week

- Currently repositioning as standalone event series, running 10/12/16–10/16/16
 - With collaborators Tom Dufek (*Merchant & Lucille*) and Chad Vogel (*Robin Room*) as a standalone event October 12-16 to showcase Madison and Wisconsin's unique beverage culture when at its most vibrant: when a trip to a farm means more than visiting a root cellar, market is bursting with produce, streets and sidewalks, and the city is just more of a compelling draw to visit for regional and national consumers and spirits
- 2014-2016: Initially collaborated with Dufek and Ruben Mendez (former wine director, *L'Etoile*), to coordinate a week-long festival, akin to a "restaurant week", highlighting beverage programs and cocktail culture in bars and restaurants across the city, using the well-established Distill America February event series as a springboard and capstone. Pursued with the blessing of Madison Malt Society board member Michael Paré. Incorporated as a non-profit, *MCW's* events raised money for local charities and attracted both regional consumers and beverage professionals from across the country.

2010-2014: bar manager & beverage director, Underground Food Collective

- Helped open Underground Kitchen and Forequarter with Underground Food Collective, as bar manager & beverage director respectively.
- Responsibilities grew to encompass management of all elements of the organization's beverage programs for on-premise, retail and catering operations: operations spanned three liquor licenses—Forequarter, Underground Butcher & a catering liquor license at Madison's downtown public library. Responsible for beverage development, staff training re: service protocols, along with spirits and cocktail knowledge.
- Coordinated innumerable off-site events: intimate pop-up collaborations with restaurants in Chicago and New York, banquet hall weddings, to park festivals at which thousands of cocktails were dispensed.
- During the course of his stewardship, Underground Food Collective's beverage programs received numerous accolades: for instance, Forequarter was named to *Food & Wine's* 2013 list of the Best Bars in America not long after opening.

EDUCATION

Madison East High School - Madison, Wisconsin
Class President, Class Clown - *June 2008*

Oberlin College - Oberlin, Ohio
B.A., "Communication and Media in the Digital Era" (Individual Major) - *May 2012*

PROFESSIONAL EXPERIENCE

Michael, LLC - Madison, Wisconsin
Visit www.mdo.me to see selections from my portfolio - March 2013 - present

Sylvain Labs - New York City, New York
Various video production projects - February 2014

WYOU Community Television - Madison, Wisconsin
Vice Chair, Board of Directors - July 2012 - January 2014 - present

Preservation (Feature Film) - Los Angeles, California
VFX Designer & Production Assistant - November 2013

SHOPBOP - Madison, Wisconsin
Freelance Image Processor - August 2012 - October 2013

Fish Partners - Old Lyme, Connecticut
Production Designer - August 2011 - June 2013

Oberlin College Media Lab - Oberlin, Ohio
Supervisor & Teaching Assistant - September 2011 - May 2012

Interference, Incorporated - New York City, New York
Intern - June - August 2011

The Perfect Family (Feature Film) - Los Angeles, California
Locations Department & Electronic Press Kit Producer - January 2011

SKILLS

Identity and Design
Brand and visual identity development, graphic design, art direction, illustration, web design

Photography
Portraiture, fashion photography, still life, product photography, technical and creative retouching

Videography
Production, editing, visual effects, titling, color correction, video for web

SOFTWARE

Adobe Creative Suite: Photoshop, Illustrator, InDesign, Premiere, After Effects, Final Cut Pro, Sketchup,
Microsoft Office Suite, Google Products Suite and more.

Appendix B: References (RFP Form E)



Form E: References

RFP #: 8536-0-2016-JA Alcohol Beverage Service

This form must be returned with your response.

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME Cherry Blossom Events, LLC		CONTACT NAME Andrea VandeBerg	
ADDRESS P.O. Box 930541	CITY Verona	STATE WI	ZIP 53593
TELEPHONE NUMBER 608-444-7944	FAX NUMBER		
EMAIL andrea@cherrybevents.com			
CONTRACT PERIOD September 2015	YEAR COMPLETED 2015	TOTAL COST \$250	
DESCRIPTION OF THE PERFORMED WORK Provided beverage service at Camp Wedding 2015, a premiere Cherry Blossom event.			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME Trek		CONTACT NAME Jake Jones	
ADDRESS 801 W. Madison St.	CITY Waterloo	STATE WI	ZIP 53594
TELEPHONE NUMBER 608-512-7481	FAX NUMBER		
EMAIL jake_jones@trekbikes.com			
CONTRACT PERIOD April-June 2016	YEAR COMPLETED 2016	TOTAL COST \$3200	
DESCRIPTION OF THE PERFORMED WORK Cocktail service for two events: Trek Ladies Night in April 2016 and Grand Reopening in June 2016.			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME Letherbee		CONTACT NAME Brenton Engel	
ADDRESS 1815 W. Berteau Ave.	CITY Chicago	STATE IL	ZIP 60613
TELEPHONE NUMBER 217-741-0392	FAX NUMBER		
EMAIL brenton.engel@gmail.com			
CONTRACT PERIOD Feb 2015-present	YEAR COMPLETED N/A	TOTAL COST \$1000	
DESCRIPTION OF THE PERFORMED WORK Collaborative House Party events highlighting distiller's product.			

Gib's Bar

COMPANY NAME



Form E: References

RFP #: 8536-0-2016-JA Alcohol Beverage Service

REFERENCE #4 - CLIENT INFORMATION			
COMPANY NAME ZOLL Medical Corporation		CONTACT NAME Brian Schneider	
ADDRESS 1905 W. County Rd. C	CITY Roseville	STATE MN	ZIP 55113
TELEPHONE NUMBER 608-712-4310		FAX NUMBER	
EMAIL eatgoodfoodeveryday@gmail.com			
CONTRACT PERIOD March 2016	YEAR COMPLETED 2016	TOTAL COST \$1300	
DESCRIPTION OF THE PERFORMED WORK Full cocktail menu with 4 wine pour offerings and 4 different beer selections, for a 30 person private event hosted at the bar.			

REFERENCE #5 - CLIENT INFORMATION			
COMPANY NAME		CONTACT NAME	
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #6 - CLIENT INFORMATION			
COMPANY NAME		CONTACT NAME	
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

Gib's

COMPANY NAME

Appendix C: Finances + Health Inspection Report

16 Bars, LLC.
Profit & Loss
 January 1 through May 30, 2016

	Jan 1 - May 30, 16	% of Income
Ordinary Income/Expense		
Income		
Bar Sales		
Beer Sales	22,696.50	11.7%
Food Sales	3,556.81	1.8%
Liquor Sales	150,111.36	77.1%
Wine Sales	18,253.67	9.4%
Total Bar Sales	<u>194,618.34</u>	<u>100.0%</u>
Total Income	<u>194,618.34</u>	<u>100.0%</u>
Cost of Goods Sold		
Water	187.80	0.1%
Bar Cost of Goods Sold		
Beer Cost	11,491.06	5.9%
Liquor	18,589.19	9.6%
Drink Spices / Mixer Cost	9,137.34	4.7%
Food Purchases	9,422.38	4.8%
Liquor/Beer/Wine/Beverage Cost	21,595.28	11.1%
Wine	12,943.91	6.7%
Total Bar Cost of Goods Sold	<u>83,179.16</u>	<u>42.7%</u>
Total COGS	<u>83,366.96</u>	<u>42.8%</u>
Gross Profit	<u>111,251.38</u>	<u>57.2%</u>
Expense		
Votive Candles	287.92	0.1%
Lawn/Garden	98.01	0.1%
Accounting	2,535.00	1.3%
Advertising and Promotion	1,838.78	0.9%
Auto Fuel	55.50	0.0%
Bank Service Charges		
Interest on Loan	3,365.48	1.7%
Merchant and Credit Card Fees	4,670.07	2.4%
Bank Service Charges - Other	183.50	0.1%
Total Bank Service Charges	<u>8,219.05</u>	<u>4.2%</u>
Bar Operations		
Bar Supplies	5,442.62	2.8%
Carbon Dioxide	1,004.37	0.5%
Cleaner	130.00	0.1%
Events	94.27	0.0%
Kitchen Supplies	2,036.78	1.0%
License and Permits	1,982.87	1.0%
Linen Service	587.03	0.3%
Music Subscription	196.08	0.1%
Nitrogen	514.47	0.3%
Rent Expense	10,000.00	5.1%
Software Lease	1,370.40	0.7%
Tap Cleaning Service	1,645.80	0.8%
Bar Operations - Other	130.40	0.1%
Total Bar Operations	<u>25,135.09</u>	<u>12.9%</u>
Donation	645.00	0.3%
Gardening	462.58	0.2%
Interior Decor	21.10	0.0%
Meals		
Staff Meal @ 100%	172.56	0.1%
Total Meals	<u>172.56</u>	<u>0.1%</u>
Memberships	174.00	0.1%

16 Bars, LLC.
Profit & Loss
 January 1 through May 30, 2016

	Jan 1 - May 30, 16	% of Income
Office Supplies		
Postage	22.77	0.0%
Office Supplies - Other	814.87	0.4%
Total Office Supplies	837.64	0.4%
Outside Services	2,459.10	1.3%
Outsourced Payroll Service	1,394.18	0.7%
Payroll Expenses		
Company Payroll Tax Portion	10,578.96	5.4%
Worker's Comp. Insurance	2,957.64	1.5%
Employee Compensation	45,396.32	23.3%
Total Payroll Expenses	58,932.92	30.3%
Professional Fees	5,167.00	2.7%
Repairs and Maintenance	3,293.45	1.7%
Internet / Telephone Expense	441.01	0.2%
Travel	135.08	0.1%
Utilities		
Water / Sewer	732.32	0.4%
Gas & Electric	3,242.70	1.7%
Total Utilities	3,975.02	2.0%
Website Expenses	850.87	0.4%
Total Expense	117,130.86	60.2%
Net Ordinary Income	-5,879.48	-3.0%
Other Income/Expense		
Other Income		
Discounts Earned	735.97	0.4%
Total Other Income	735.97	0.4%
Other Expense		
Ask My Accountant	935.85	0.5%
Total Other Expense	935.85	0.5%
Net Other Income	-199.88	-0.1%
Net Income	-6,079.36	-3.1%

16 Bars, LLC.
Balance Sheet
As of December 31, 2015

	<u>Dec 31, 15</u>
ASSETS	
Current Assets	
Checking/Savings	
Chase Checking	830.86
Petty Cash	-1,157.12
Total Checking/Savings	-326.26
Accounts Receivable	
Accounts Receivable	9,263.28
Total Accounts Receivable	9,263.28
Other Current Assets	
Food Inventory	4,205.00
Liquor/Beer/Wine Inventory	4,545.00
Loan to Grampa's Pizzeria	8,500.00
Total Other Current Assets	17,250.00
Total Current Assets	26,187.02
Fixed Assets	
Building Renovations	212,951.51
Decor	11,231.87
Equipment	
Tap System Installation	2,550.00
Bike Rack	619.50
Equipment - Other	22,162.77
Total Equipment	25,332.27
Furniture and Equipment	2,858.89
Kitchen Equipment	11,343.05
Total Fixed Assets	263,717.59
Other Assets	
Loan Fees to be Amortized	1,410.00
Total Other Assets	1,410.00
TOTAL ASSETS	291,314.61
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	32,570.32
Total Accounts Payable	32,570.32
Credit Cards	
Gibs Credit Card	3,512.57
Total Credit Cards	3,512.57
Other Current Liabilities	
Sales Tax Payable	7,031.86
Total Other Current Liabilities	7,031.86
Total Current Liabilities	43,114.75

12:54 PM
06/09/16
Accrual Basis

16 Bars, LLC.
Balance Sheet
As of December 31, 2015

	<u>Dec 31, 15</u>
Long Term Liabilities	
Loan from C. Sparks	23,370.15
Loan from Chris Perrote	14,229.86
1380 LLC Loan DCDC	49,115.80
16 Bars LLC Loan DCDC	76,598.15
Loan from Gilbert	500.00
Loan from M. Hornung	24,202.66
Loan Payable to S. Weakley	8,936.91
Total Long Term Liabilities	<u>196,953.53</u>
Total Liabilities	<u>240,068.28</u>
Equity	
Gilbert Altschul Investment	88,266.47
Gilbert Altschul Draw	
GA EPV	-1,593.00
Gilbert Altschul Draw - Other	-12,997.49
Total Gilbert Altschul Draw	<u>-14,590.49</u>
Members Equity	-9,602.97
Net Income	<u>-12,826.68</u>
Total Equity	<u>51,246.33</u>
TOTAL LIABILITIES & EQUITY	<u><u>291,314.61</u></u>

16 Bars, LLC.
Balance Sheet
As of May 31, 2016

	<u>May 31, 16</u>
ASSETS	
Current Assets	
Checking/Savings	
Chase Checking	10,227.47
Total Checking/Savings	<u>10,227.47</u>
Accounts Receivable	
Accounts Receivable	13,216.55
Total Accounts Receivable	<u>13,216.55</u>
Other Current Assets	
Wine Inventory	700.00
Liquor Inventory	10,750.00
Beer Inventory	1,200.00
Loan to Grampa's Pizzeria	15,873.34
Total Other Current Assets	<u>28,523.34</u>
Total Current Assets	<u>51,967.36</u>
Fixed Assets	
Building Renovations	219,029.76
Decor	12,190.24
Equipment	
Tap System Installation	2,550.00
Bike Rack	619.50
Equipment - Other	22,408.61
Total Equipment	<u>25,578.11</u>
Furniture and Equipment	2,858.89
Kitchen Equipment	11,889.95
Total Fixed Assets	<u>271,546.95</u>
Other Assets	
Loan Fees to be Amortized	1,410.00
Total Other Assets	<u>1,410.00</u>
TOTAL ASSETS	<u><u>324,924.31</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	55,602.67
Total Accounts Payable	<u>55,602.67</u>
Credit Cards	
Gibs Credit Card	1,286.81
Total Credit Cards	<u>1,286.81</u>
Other Current Liabilities	
Sales Tax Payable	5,205.05
Total Other Current Liabilities	<u>5,205.05</u>
Total Current Liabilities	<u>62,094.53</u>

12.55 PM
06/09/16
Accrual Basis

16 Bars, LLC.
Balance Sheet
As of May 31, 2016

	<u>May 31, 16</u>
Long Term Liabilities	
Loan from C. Sparks	21,286.57
Loan from Chris Perrote	12,668.28
1380 LLC Loan DCDC	47,626.95
16 Bars LLC Loan DCDC	68,768.15
Loan from Gilbert	3,157.12
Loan from M. Hornung	21,777.77
Loan Payable to S. Westley	7,052.17
Total Long Term Liabilities	<u>182,337.01</u>
Total Liabilities	244,431.54
Equity	
Gilbert Altschul Investment	88,266.47
Gilbert Altschul Draw	
GA EPV	-1,593.00
Gilbert Altschul Draw - Other	<u>-30,693.96</u>
Total Gilbert Altschul Draw	-32,286.96
Members Equity	-22,429.65
Net Income	<u>46,942.91</u>
Total Equity	<u>80,492.77</u>
TOTAL LIABILITIES & EQUITY	<u><u>324,924.31</u></u>



ABOUT US

ENVIRONMENTAL

FAMILY & COMMUNITY

COMMUNICABLE

ESPAÑOL

HEALTH

HEALTH

DISEASE

Gib's Inspection Report

1380 Williamson ST Madison, WI 53703

Inspection Type	Inspection Date	Inspection Result
Routine Inspection	11/2/2015	No Reinspection Required

Appendix D: Sample Menu

CLASSICS

LIGHT & REFRESHING

STIRRED & SPIRIT-FORWARD

cocktail	ingredients	# OF SERVINGS	
		50	100
GIN & TONIC	<i>death's door gin, quinine, lime & bubbles</i>	\$250	\$450
POLLEN COLLINS	<i>death's door gin, lemon, honey, orange flower water & bubbles</i>	\$275	\$475
PALOMA	<i>tequila, mezcal, grapefruit juice, lime, sugar & soda</i>	\$350	\$550
MOSCOW MULE	<i>vodka, housemade ginger beer, lime juice</i>	\$300	\$500
AIR MAIL	<i>aged rum, lime, honey & sparkling wine</i>	\$350	\$550
DARK & STORMY	<i>house ginger beer, hamilton 151, lime, allspice dram</i>	\$325	\$600
MARGARITA	<i>tequila, combier, lime</i>	\$350	\$600
WISCONSIN OLD FASHIONED	<i>cognac, bourbon, clarified orange juice, lemon cordial & bitters</i>	\$275	\$500
GIMLET	<i>vodka or gin, cordial, lime</i>	\$250	\$450
DAIQUIRI	<i>rums, lime, demerara</i>	\$285	\$500
LAST WORD	<i>gin, lime, chartreuse, maraschino</i>	\$375	\$725
WHISKEY SOUR	<i>bourbon, lemon, lime, demerara, egg white</i>	\$375	\$750
NEGRONI	<i>death's door gin, campari & vermouth</i>	\$285	\$525
BOULEVARDIER	<i>bonded bourbon, campari, cocoa vermouth</i>	\$285	\$525
RYE OLD FASHIONED	<i>rittenhouse 100, demerara, bitters & lemon oil</i>	\$275	\$500
TORONTO	<i>rye, fernet, demerara, mint, bitters</i>	\$375	\$700

ORIGINALS

<i>cocktail</i>	<i>ingredients</i>	# OF SERVINGS	
		50	100
BOOZY COLA	<i>house cola, rum, fernet, curaçao</i>	\$300	\$500
MALIBU	<i>coconut-washed flor de caña, gomme, lemon & amontillado</i>	\$350	\$600
YIRGACHEFFE	<i>bonded bourbon, coffee vermouth & grapefruit oil</i>	\$350	\$550
GINGER BEER	<i>made in house</i>	\$350	\$550

BEER

we source a wide variety of beers; let us know what you are looking for

WINE

let our bartenders create the perfect list for your event

STAFFING

our bartenders are some of the finest around and they are available to staff your event even if you opt out of the cocktail options above.

BARTENDER

hourly staffing rate applies. cost and staffing level recommendations vary from event to event. please inquire for a quote

TRAVELING

we'd love to cater your event, even if it's outside of madison. contact us with specifics to get a quote.

BAR STAPLE KIT - \$100

everything other than the liquor: bitters, demerara, simple syrup, honey syrup, fresh lemon, fresh lime, vermouths & curaçao. (enough for 50 people)

Request for Exemption (Effective for 2 Years Based on Issued Approval Date)

You may use this form if your firm employs LESS THAN 15 people.

Complete all lines and certifications herein. All information below is required.

Gib's Bar

1. Company Name

gil@gibs.bar

6. E-mail Address

1380 Williamson Street

2. Address

www.gibs.bar

7. Website

Madison/WI/53703

3. City/State/Zip Code

Gilbert Altschul

8. Chief Executive Officer

608-216-8152

4. Telephone

NA

9. EEO/AA Officer

NA

5. FAX

September 22, 2016

10. Date

1

A

C

2

N

F

F

C

Section II - Current Workforce Head Count

DIRECTIONS:
 Complete ALL TOTALS in last column and last 2 lines: 30 and 31. Numbers requested are head count. For public works projects, this form is a required part of, and must be completed and returned with, any required prequalification documents.

Once employee numbers are entered, totals will now auto-sum. Be sure to click in another box once finished, so that final input registers.

Job Category	Number of Employees Worksheet										TOTAL		
	Male					Female							
	White (not of Hispanic origin)	Black (not of Hispanic origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	Two or More Races	White (not of Hispanic origin)	Black (not of Hispanic origin)	Hispanic	Asian or Pacific Islander		American Indian or Alaskan Native	Two or More Races
12. Officers and Managers	1												1
13. Employees w/Disability													0
14. Professionals	4				1		2	0					7
15. Employees w/Disability													0
16. Technicians													0
17. Employees w/Disability													0
18. Sales													0
19. Employees w/Disability													0
20. Clerical & Admin. Support													0
21. Employees w/Disability													0
22. Craft Workers													0
23. Employees w/Disability													0
24. Operatives													0
25. Employees w/Disability													0
26. Laborers, Helpers & Material Handlers													0
27. Employees w/Disability													0
27. Service Workers									1				0
28. Employees w/Disability													0
30. TOTAL EMPLOYEES	5	0	0	0	1	0	2	0	0	0	0	0	8
31. TOTAL EMPLOYEES W/DISABILITY	0	0	0	0	0	0	0	0	0	0	0	0	0

I certify that the number of employees shown above is accurate and true to the best of this employer's ability.

32. SIGNATURE OF CEO

