

Request for Partnership

Re: ThriveOn Collaboration Food Vendor Opportunity

2153 North Martin Luther King, Junior Drive
Milwaukee, WI



On behalf of the ThriveOn Collaboration, we would like to present the community with this Request for Partnership around a potential food service opportunity within the ThriveOn King development.

We have worked to develop a tailored format that we hope is both informative to you around the partnership's vision, while also providing an opportunity for comments and questions from your perspective as a locally owned business operator.

By responding you are taking these important steps:

1. You're signaling your interest in being the food/beverage vendor on the first floor at the new ThriveOn King building.
2. You can be available to work with the developer and partners in space design, program development, etc. the fall of 2021 and beyond.
3. In collaboration with the development team, Food Access Workgroup, and partners, you are interested in developing final plans for menu, operations plan, and how you would advance a sense of community within the building and surrounding neighborhoods.
4. You're committing to shaping the food/restaurant space, so it is reflective of the values of the partners and desires of the neighborhood (healthy food, etc.).
5. You are stating a willingness to develop and take responsibility for operating a restaurant/food service business that will be involved in community events held inside the building and engage in neighborhood events outside of the building.
6. If selected as a food / beverage vendor, you agree to sign a lease for the space at this facility and plan for necessary occupancy expenses in your annual operating budget. Occupancy is expected to be around the end of 2022 or beginning of 2023.

7. Responding does not guarantee selection as the vendor for the first floor; any information and submissions will be treated as confidential available only to the selection / review committee.

We look forward to reading and hearing your response. If you have any questions or comments, please direct them to the points of contact within the response direction.

Thank you,
ThriveOn Collaboration Co-Chairs



Greg Wesley
ThriveOn Collaboration Co-Chair
Medical College of Wisconsin



Ken Robertson
ThriveOn Collaboration Co-Chair
Greater Milwaukee Foundation



Kevin Newell
ThriveOn Collaboration Co-Chair
Royal Capital Group

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1 General Information

- a. **Introduction:** The ThriveOn Collaboration is a partnership between the Greater Milwaukee Foundation (GMF), Medical College of Wisconsin (MCW), and Royal Capital Group. This request for partnership is intended to further the conversation around food vendor options that will be located at Thrive On King on the first floor of 2153 North Martin Luther King Jr Drive in Milwaukee, WI.
- b. **Project Overview:** The Greater Milwaukee Foundation and Medical College of Wisconsin organizations will lease community facing space on the first floor of the location. The parties are seeking to develop a food vendor partnership for public food consumption. This food vendor partner will support a connection to those working and living on the premises, as well as the greater surrounding community.
- c. **Vision for Food Service:** We seek a partner who will be a part of the community, not only support a café/restaurant within the community. The food service operation is not intended to be primarily for the office and residential occupants, but instead be externally facing and have hours that support maximum utilization and business opportunity. More detailed information on the vision of the partnership, the status of the project, potential terms for the food service vendor, and other community engaged programs is provided in the exhibits and attachments provided within.
- d. **Primary Objectives of this Engagement:** The primary objectives are to learn more about the ThriveOn Collaboration's alignment with the potential vendor, seek input on business concepts and terms, as well as design input on needed facilities and equipment to support the business.
- e. **Business Concept:** The food vendor may operate a for profit, or not-for-profit, business. While on site purchases are essential, take out, delivery and catering (through third party or in house) are all also acceptable means for sale.

- f. **Building Foot Traffic:** It is anticipated there will be over 200 employees working from the office component of ThriveOn, not necessarily all there all at once. In addition, there is a planned residential component and many community-based functions hosted on the first floor. Between employees, visitors, and residents it is reasonable to expect greater than 500 people a day in and out of the facility.
- g. **Communications Regarding this RFP:** Any questions concerning this RFP must be submitted to:

Dr. David Nelson
Phone: 414-955-4386
Danelson@mcw.edu

Copy to:

Greg Wesley
Phone: 414-955-8121
gwesley@mcw.edu

- h. **RFP Response Format:** A template is provided as an exhibit to simplify and streamline responses. Please utilize the template provided and feel free to attach any additional information to augment the response.
- i. **RFP Review Process:** Next steps on vendor selection is a three-phase process including review of responses/interviews by the Food Access Workgroup, presentation and summary to the ThriveOn King Steering Committee members, and review by the leased first floor ThriveOn King Executive Sponsors (Presidents of the Medical College of Wisconsin and Greater Milwaukee Foundation).
- h. **Incurring Costs:** Elaborate proposals (e.g., expensive artwork, branding, or printing) beyond that sufficient to present a complete and effective response, are not necessary or desired. The intent of this request is not to create undue business expenses for the recipient. ThriveOn is not responsible for any cost incurred by vendors in replying to this engagement. It is preferred that respondents use the provided template and any existing material to reply.
- i. **Oral presentations and Site Visits:** Vendors under consideration may be required to participate in interviews and/or site visits to support and clarify their response.
- j. **Contract Negotiations:** This engagement and any responses are provided purely for discussion purposes and do not represent a

commitment on either party's part to conduct or engage in any business activity or relationship outside the scope of these discussions.

- k. **Confidentiality:** This document and the information contained within are confidential and proprietary to ThriveOn. It is being distributed for your express use for the purpose of responding to this specific Request for Partnership and may not be duplicated or distributed to any third party without prior written consent from the ThriveOn Collaboration. Any other use is strictly prohibited.

2 Proposed Timeline

- a. The following dates represent the desired schedule of events.

- i. September 30, 2021 Response due*
- ii. October 2021 Discussions*
- iii. Post-October 2021 Inform Respondents of Next Steps*

EXHIBIT A

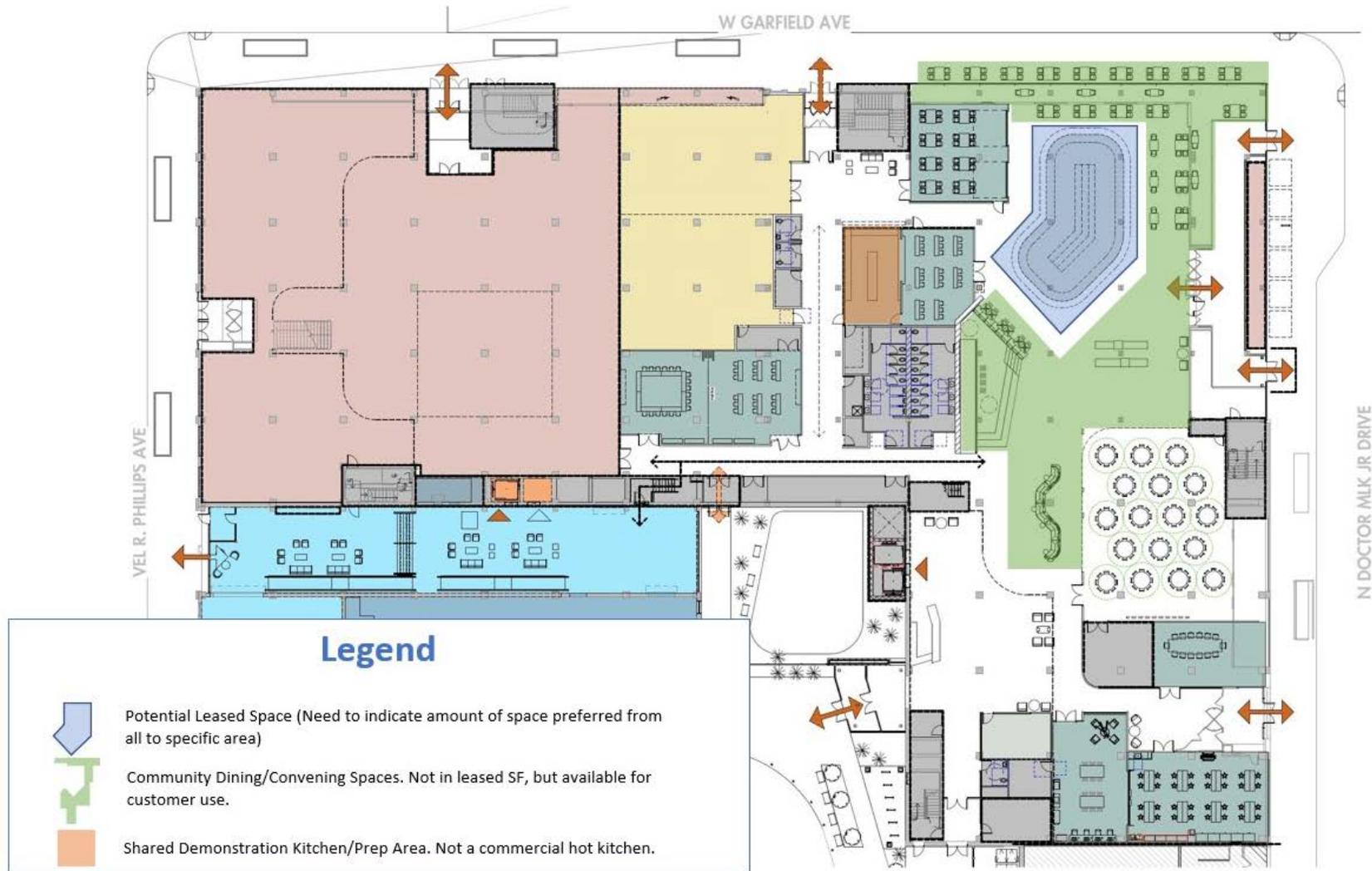


EXHIBIT B

a. Potential Assumption Based Terms for Review and Input (not prescriptive):

- i. **Lease:** Sublease of MCW/GMF (lessors) to food vendor
- ii. **Rent:** Negotiable
- iii. **Utilities:** Lessor will provide water, sewer, heating, cooling, electricity within base rent cost.
- iv. **Premises:** Lessor will provide approximately XXX sf of space with built-in counters and locking cabinetry. The Lessee (vendor) will only pay rent for space dedicated to their business, typically associated with the center food island and the associated space within it requested for dedicated use. There may be adjacent occasional uses for the remaining food island space for uses such as special events, fairs, or other specific use cases. The adjacent food island space would not be used for a long-term competing business. Shared space, including shared kitchen assets, indoor/outdoor seating, restrooms, etc. will be a community asset and not part of the lease, but available for the vendor's customers use. The vendor will have shared access to kitchen area for food preparation or storage. Kitchen will have amenities for warm and cold service, but commercial ovens, hood, fryers, etc. are not currently planned. Vendor is responsible for maintaining the cleanliness and order in the shared kitchen space.
- v. **Hours:** Lessee maintains staffed kitchen five to seven days a week for full food service business hours, preferred 6:30 a.m. to at least 6:00 p.m, no later than 8 p.m. Weekend and evening hours are preferred, so the business may be seen as a community asset and not solely an office support component.
- vi. **Equipment:**
 - i. Lessee will provide all business-specific cooking and food preparation equipment, all cookware, glassware, silverware, pots and pans. All storage equipment should be lockable. Examples of business-specific equipment include blenders, coffee makers, hot sandwich/toaster ovens, etc.
 - ii. Lessee will provide all point-of-sale equipment.
 - iii. Lessor will provide refrigeration and food storage equipment as part of kitchen/island fit out.
- vii. **Maintenance:** Lessor provided assets will be maintained by the lessors building manager or subcontracted parties. Lessee provided assets will be maintained by the lessee.
- viii. **Repairs:** Lessor provided assets will be repaired or replaced by the lessors building manager or subcontracted parties. Lessee provided assets will be repaired or replaced by the lessee.

- ix. **Consumables:** Lessee will provide all eating utensils, napkins, cups, plates, to-go containers, and all food products.
- x. **Parking:** Employee parking will be provided for lessee. Customer parking will be street parking only, unless a ThriveOn tenant who already has access to the employee/residential parking locations.
- xi. **Financial Reports:** It may be required that the ThriveOn Steering Committee occasionally require summary reports of annual sales to understand and plan for future facility and business needs.
- xii. **Programming:** It may be required that the ThriveOn Steering Committee occasionally require programmatic updates from the vendor regarding their community engagement, workforce development, or other vision-based alignment plans. This would typically be no more than quarterly.
- xiii. **Communications:** It will be expected that community-based activities held in alignment with the ThriveOn vision be shared for the community to take part. Method and means to be determined, but the lessor will be solely responsible for the necessary communications to activate the café/restaurant.
- xiv. **Term:** 3 years with option to extend for 3 additional years based on performance and alignment with ThriveOn vision
- xv. **Termination:** 90-day notice by either party
- xvi. **Permits:** Applicable food service license/permits are the responsibility of the lessee.
- xvii. **Compliance:** Contractor's food service director must be licensed by the State of Wisconsin. All equipment, counters, and processes will be clean and sanitary, in accordance (or exceeding compliance) with rules and regulations of the County, and the City of Milwaukee Health Department.
- xviii. **Insurance:** Vendor will carry insurance at its own expense naming Royal capital (owner), MCW and GMF (lessor) during the term of this Agreement:
 - a. Commercial general liability insurance with limits of at least \$1,000,000.00 (one million dollars) per occurrence, and \$2,000,000.00 (two million dollars) annual aggregate.
 - b. Products liability insurance in the amount of no less than \$1,000,000.00 (one million dollars) annual aggregate.
 - c. Worker's Compensation Insurance in no less than the minimum amounts required by Wisconsin statutes; and
 - d. Insurance coverage for fire damage in the amount of no less than \$100,000 (one hundred thousand dollars) for any one fire.