



MILWAUKEE COUNTY
DEPARTMENT OF PARKS
REQUEST FOR PROPOSALS
PARKS CONCESSIONS
INCLUDING FOOD AND BEVERAGE CONCESSIONS
AT BRADFORD BEACH, MCKINLEY MARINA, PELICAN COVE, AND NORTHPOINT
AND
FOOD CONCESSIONS
AT HUMBOLDT PARK, THE TRAVELING BEER GARDEN,
AND WHITNALL BEER GARDEN

Issued February 1, 2019

Response Due Date: March 4, 2019 at 5:00 p.m.

RFP #98190003

INFORMATION SUMMARY SHEET

Request For Proposal Title:	Parks Concessions
Request For Proposal Number:	98190003
RFP Issuing Office:	Department of Parks
RFP Issue Date:	February 1, 2019
Pre-Proposal Meeting/Site Inspection:	See list on page 3
Deadline for Receipt of Questions:	February 13, 2019 at 5:00 PM
RFP Proposal Receipt Deadline:	March 4, 2019 at 5:00 PM
Service Starting Date (Projected):	May 2019
RFP Upload Submission Location:	http://countymilwaukee.bonfirehub.com/opportunities/12955
RFP Administrator:	Suzanne Carter Department of Administrative Services Procurement Division 633 W. Wisconsin Ave., 9th Floor Milwaukee, WI 53203 Phone: 414-223-8112 Email: Suzanne.Carter@milwaukeecountywi.gov

INFORMATION SUMMARY SHEET
OPTIONAL PRE-PROPOSAL SITE INSPECTION/MEETING

Proposers must contact Erica Hayden at (414) 257-8017 by February 6, 2019 to confirm their presence at each pre-proposal site inspection/meeting.

Bradford: February 7, 2019 at 12:30 p.m.
Pre-Proposal Site Inspection Location: Bradford Beach Concession Stand

McKinley: February 7, 2019 at 2:00 p.m.
Pre-Proposal Site Inspection Location: McKinley Marina Roundhouse

Pelican Cove: February 8, 2019 at 2:30 p.m.
Pre-Proposal Site Inspection Location: Kosciuszko Community Center Lobby

Humboldt: February 7, 2019 at 3:30 p.m.
Pre-Proposal Site Inspection Location: Humboldt Park Pavilion

TBG: February 8, 2019 at 11:00 a.m.
Pre-Proposal Meeting Location: Milwaukee County Parks Administration
Room 201
9480 Watertown Plank Road
Wauwatosa, WI 53226

Whitnall: February 8, 2019 at 3:30 p.m.
Pre-Proposal Site Inspection Location: Whitnall Park Clubhouse

Northpoint: February 7, 2019 at 11:30 a.m.
Pre-Proposal Site Inspection Location: Northpoint Snack Shop

GENERAL INFORMATION 1.0

INTRODUCTION

The Milwaukee County Department of Parks (“Parks”) seeks to retain vendors (each, a “Proposer”) to plan, manage and operate food and beverage concessions at Bradford Beach, McKinley Marina, Northpoint Snack Shop, and Pelican Cove, and food concessions at Humboldt Park, the Traveling Beer Garden, and the Whitnall Beer Garden.

SCOPE

INTRODUCTION

Milwaukee County’s park system has long been a source of pride for the communities of Milwaukee County in southeastern Wisconsin. With over 156 parks and parkways totaling over 15,000 acres, we offer a source of recreational enjoyment for citizens and visitors alike.

Our park system began with the creation of the Milwaukee County Park Commission on August 20, 1907. Although parks had already been established within the limits of the City of Milwaukee by the City Park Commission, the visionary new County Park Commission had a much broader goal for the park system. Early Commissioners conceived of a park system that would form a “green belt” or series of scenic drives and parks encircling the County. Parks were located in outlying areas to allow for population expansion. Commissioners selected land not only for its natural beauty and interest, but also for its fitness for various forms of active and passive recreation.

RFP DESCRIPTION

This Request for Proposals (“RFP”) is to solicit proposals for operation and management of the following concession operations:

Food and Beverage Service at Bradford Beach House and Tiki Huts, 2400 N. Lincoln Memorial Drive, Milwaukee, WI (“Bradford”) – Described in Attachment A

Food and Beverage Service at McKinley Marina Roundhouse Deli/Restaurant, 1750 N. Lincoln Memorial Drive, Milwaukee, WI (“McKinley”) – Described in Attachment B

Pelican Cove (Kosciuszko Pool) Concession Stand, 2201 S. 7th Street, Milwaukee WI (“Pelican Cove”) – Described in Attachment C

Food Service at the f/k/a Humboldt Park Beer Garden, 3000 W. Howell Avenue, Milwaukee, WI (“Humboldt”) – Described in Attachment D

Traveling Beer Garden Pass Me A Pint Tour Food Operation, location referred to as “TBG” – Described in Attachment E

Food Service at Whitnall Park Beer Garden, 8831 N. Root River Parkway, Greendale, WI (“Whitnall”) – Described in Attachment F

Food and Beverage Service at Northpoint Snack Shop, 2272 N. Lincoln Memorial Drive, Milwaukee, WI 53202 (“Northpoint”) – Described in Attachment O

A single contractor may submit a single proposal for one or more of the services solicited.

This is a competitive RFP that seeks to maximize revenue for the Milwaukee County Parks Department.

RFP ADMINISTRATOR

The RFP Administrator is:

Suzanne Carter
Department of Administrative Services
Procurement Division
633 W. Wisconsin Ave., 9th Floor
Milwaukee, WI 53203

Phone: 414-223-8112

Email: Suzanne.Carter@milwaukeecountywi.gov

PRE – PROPOSAL MEETING

Optional pre-proposal meetings/site tours (collectively, the “meeting”) will be held at a date, time, and location as provided on the Information Summary Sheet. The purpose of this meeting will be to discuss with prospective proposers the work to be performed, and to allow them to ask questions arising from their review of the RFP. The pre-proposal meeting is for information only. Any answers furnished will not be official unless verified in writing by RFP Administrator. Answers that change or substantially clarify the RFP will be affirmed in writing and posted on the RFP’s Project Board on the Bonfire website via an addendum.

During the pre-proposal meeting, attendees may request clarification of any section of the RFP and ask any other relevant questions relating to the RFP.

Proposers are encouraged to submit written questions via e-mail, for possible response at the pre-proposal meeting to RFP Administrator to enable Milwaukee County to formulate its oral response provided at the conference. No oral or written responses will be given prior to the pre-proposal meeting. Again, any responses provided to questions during the pre-proposal conference will be considered drafts, and will be non-binding.

Remarks and explanations at the meeting shall not qualify the terms of the solicitation, and terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. Milwaukee County at its sole discretion reserves the right to answer or not answer questions that are not submitted to by the deadlines set forth in the Information Summary Sheet.

Proposers must contact Erica Hayden at (414) 257-8017 by February 6, 2019 to confirm their presence at each pre-proposal site inspection/meeting.

QUESTIONS

Proposers may submit questions and requests for clarification regarding this RFP. All questions regarding this RFP shall be made in writing, citing the RFP title, RFP number, page, and section shall be submitted via e-mail to RFP Administrator or via the RFP’s Project Board on the Bonfire website.

Questions sent to anyone other than the RFP Administrator will not be considered.

All questions must be submitted by the specified deadline as identified on the Information Summary Sheet. Milwaukee County will not respond to any questions received after this date and time. Responses to all questions and inquiries received by Milwaukee County will be posted on the RFP’s Project Board on the Bonfire website as identified in the Information Summary Sheet. It is the responsibility of Proposers to check this website for any and all information such as questions and answers or addenda or related documents posted during the RFP process.

Communication initiated by the Proposer to any County official, employee or representative evaluating or considering the proposals, prior to the time of any award is prohibited unless at the explicit direction of the RFP Administrator and any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration, in the sole discretion of the County.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding.

PROPOSER NOTIFICATION REQUIREMENT AND AMENDMENT ACKNOWLEDGEMENT

If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the RFP's Project Board on the Bonfire website. It is the responsibility of prospective vendors to check the website for any amendments prior to the RFP submission date. All amendments are acknowledged by your submission of Sworn Statement of Proposer form.

If the Proposer fails to monitor the web site for any changes or modifications to the RFP, such failure will not relieve the Proposer of its obligation to fulfill the requirements as posted.

FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY

Proposers shall maintain their availability of service and proposed price as set forth in their proposals for an anticipated service starting date provided in the Information Summary Sheet. Proposers are expected to perform planning and implementation activities prior to commencement of a contract. Milwaukee County will not reimburse for these costs.

NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS

No County official, employee or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract or shall exercise any undue influence in the awarding of the contract.

No Milwaukee County employee, officer or agent shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved.

Milwaukee County Specific Requirements: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a County department or with an agency funded and regulated by a County department, shall make a campaign contribution to any County elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a County department or to an agency funded or regulated by a County department until the contract or proposal has reached final disposition, including adoption, County executive action, proceedings on veto (if necessary) or departmental approval.

CODE OF ETHICS

Proposers shall strictly adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2)(k):

“No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when

a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05(2)(k) shall be included in all Request for Proposals and bid documents.”

ERRORS, OMISSIONS, MINOR IRREGULARITIES AND RETAINED RIGHTS

All information in this RFP, including any addenda, has been developed from the best available sources; however, Milwaukee County makes no representation, warranty or guarantee as to its accuracy. Should the Proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Administrator in writing, via email, prior to the submission of the proposal. The failure of the Proposer to notify the RFP Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document. Milwaukee County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Proposer an advantage or benefit not afforded by other Proposers. Milwaukee County may waive any requirements that are not material. Milwaukee County may make an award under the RFP in whole or in part and change any scheduled dates. Milwaukee County reserves the right to use ideas presented in reply to this RFP notwithstanding selection or rejection of proposals. Milwaukee County reserves the right to make changes to and/or withdraw this RFP at any time.

PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION AND WITHDRAWAL

Each proposal is submitted with the understanding that it is subject to negotiation at the option of Milwaukee County. However, Milwaukee County reserves the right to make an award on the basis of the original proposal, without negotiation with any proposer.

Milwaukee County reserves the right to negotiate with the Proposer within the scope of the RFP in the best interests of Milwaukee County. Milwaukee County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer’s compliance with the requirements of the solicitation. Milwaukee County may use information obtained through site visits, management interviews and the county’s investigation of a proposer’s qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to the County’s request for clarifying information in the course of evaluation and/or selection under this RFP.

Upon acceptance in writing by Milwaukee County of the final offer to furnish any and all of the services described herein, and upon receipt of any required Federal, State and local government approvals, the parties shall promptly execute the final contract documents. The written contract shall bind the Proposer to furnish and deliver all services as specified herein in accordance with conditions of said accepted proposal and this RFP as negotiated.

Milwaukee County reserves the right to accept or reject any and all proposals submitted or cancel this RFP in whole or in part if such cancellation is in the best interest of Milwaukee County. Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the Proposer’s authorized representative. After the proposal deadline, proposals may not be modified or withdrawn without the consent of Milwaukee County.

All proposers are notified that Milwaukee County reserves the right to delete or modify any task from the Scope of Services at any time during the course of the RFP process. All proposers are notified that contracts are contingent upon Federal, State, and local appropriations.

FEE ADJUSTMENT

The Proposer may not change the rate established by a contract throughout the term of the contract.

AUDIT

The Contractor, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively, “Designated Personnel”) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor related to the performance of the contract for a period of up to three (3) years following the date of last payment. Any subcontractors or other parties performing work on this contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities.

Any bidder, proposer, contractor and their officers, directors, agents, partners and employees understand and will abide by all provisions of Chapter 34 of the Milwaukee County Code of General Ordinances. The Contractor agrees to prominently post in locations accessible to its employees County-provided bulletins concerning the County Fraud Hotline. Any subcontractors or other parties performing work on this contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities.

TARGETED BUSINESS ENTERPRISE (TBE) UTILIZATION

While this procurement opportunity does not have a specific participation goal established by Community Business Development Partners, all respondents to this solicitation are hereby directed to use active and aggressive efforts to assist Parks in participation of Targeted Business Enterprise (TBE) firms on Parks procurements. The directory of certified firms, and further assistance with this initiative, can be obtained by contacting the Community Business Development Partners Department of Milwaukee County (CBDP) at (414) 278-4747, or cbdp@milwaukeecountywi.gov. The directory of TBE firms currently certified in the State of Wisconsin can be found at: <http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

EEOC COMPLIANCE

All proposers shall complete and submit Equal Employment Opportunity Commission (EEOC) Compliance Certificate (Attachment L).

INSURANCE AND INDEMNITY REQUIREMENTS

All proposers must agree to the terms set forth on the “Insurance and Indemnity Acknowledgement Form” (Attachment N). This form outlines required insurance requirements for Contractor related to this acquisition and the Proposer’s ability and commitment to provide. In the event that a proposer proposes improvements to the Premises, such proposer shall be expected to agree to greater insurance requirements and environmental indemnity requirements as mandated by the County.

FEDERAL, STATE AND LOCAL REGULATIONS

The successful Proposer shall be required, and hereby agrees, to comply with all applicable Federal, State and Local laws and regulations during the term of any agreement, including, but not limited to the regulations listed in this RFP. Successful proposers will be required to enter into and maintain an agreement with Milwaukee County that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances.

SECURITY AND BACKGROUND CHECKS

Security background checks shall be conducted for all employees prior to starting work, by the Contractor.

RESPONSIBLE CONTRACTOR POLICY

The County of Milwaukee recognizes superior service requires that service contractors hire well-trained and dedicated staff. Assuring the availability of a qualified staff and avoiding labor disruption and costly employee turnover to treat workers fairly and to abide by applicable labor laws. The County of Milwaukee supports the development of a healthy business environment. Therefore, the County of Milwaukee maintains the following requirement. Contractors shall abide by all applicable local, State and Federal laws. Contractors shall at all times maintain safe and healthful working conditions and abide by all applicable wage and hour regulations and prohibitions against child labor. Contractors' working conditions shall conform to the standards set by the Federal OSHA. Contractors shall on request provide to the County a report on their compliance. The County recognizes the right of an employee to self-organization and the right to form, join or assist labor organizations to bargain collectively through representatives of their own choosing, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection and, conversely, the right of such employees to refrain from any or all such activities. All proposers shall provide working conditions for services of a similar character in a similar locality in which the services are performed.

DISCIPLINE OR DISCHARGE OF EMPLOYEES

Milwaukee County retains the right to require the reassignment of an employee or employees, as the County may deem necessary. Reasons for this request may be but are not limited to: Incompetence, Carelessness, Disruptive or otherwise objectionable behavior. The request for reassignment is in no way a call for dismissal. It is just a request for the individual to be reassigned out of the County facility.

Any Contractor's employee whose employment or performance is objectionable to the County shall be immediately transferred from the premises. A request by the County to transfer an employee shall not constitute an order to discipline or discharge the employee. All actions taken by the contractor in regard to employee discipline shall be at the sole discretion of the contractor. The County shall be held harmless in any disputes the contractor may have with the contractor's employees. This shall include, but is not limited to, charges of discrimination, harassment, and discharge without just cause.

COMPLIANCE WITH REGULATIONS AND LAWS

The Proposer shall comply with all applicable Federal, State, and local laws, regulations and policies including, without limitation, those pertaining to wages and hours of employment. The Contractor shall meet all local health code requirements and obtain all necessary permits and licensing for the operation of a concession serving food and beverages. The Proposer agrees to comply with Parks's prohibitions on certain sales, including prohibitions on the sale of gum and

beverages in glass bottles, and to operate subject to Parks's exclusive non-alcoholic beverage contract. Proposer shall provide the Director with a list and pricing information for the products it intends to rent or sell to the public. The Director or his/her designee maintains the right to prohibit the sale or rental of any item.

PREPARING AND SUBMITTING A PROPOSAL 2.0

GENERAL INSTRUCTIONS

In an effort to ensure the most efficient and economical service, the County utilizes Competitive Negotiation, or the Request for Proposal (RFP) process, to procure revenue-producing services. This process bases the contract award on the County's evaluation of work history, technical experience, ability, resources and other pertinent factors of the Proposer in conjunction with the total cost proposal.

INCURRED EXPENSES

Milwaukee County shall not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to execution of an agreement. This includes any legal fees for work performed or representation by Proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to County Board approval of a contract award.

SUBMITTING A PROPOSAL

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

When preparing your submission on Bonfire you will first be asked to select which Decisions you are going to submit to. Based on what you choose Bonfire will build a list of Requested Information that you need to provide.

This project has multiple Decisions that you can submit to listed below:

- Concession → Bradford
- Concession → McKinley
- Concession → Pelican Cove
- Concession → Traveling Beer Garden (TBG)
- Concession → Humboldt
- Concession → Whitnall
- Concession → Northpoint

Requested Information

Name	Type	# Files	Requirement	Instructions
Attachment A2 - Bradford Exceptions	File Type: PDF (.pdf)	1	Required, Bradford	When submitting 'Attachment A2 - Bradford Exceptions' you will need to

Name	Type	# Files	Requirement	Instructions
				provide a PDF (.pdf) for: Bradford that you are bidding on.
Pelican Cove Technical Proposal Questionnaire (Q-79OP)	Questionnaire: Excel (.xlsx)	1	Required, Pelican Cove	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
Whitnall Cost Proposal Questionnaire (Q-04GL)	Questionnaire: Excel (.xlsx)	1	Required, Whitnall	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
TBG Technical Proposal Questionnaire (Q-15GW)	Questionnaire: Excel (.xlsx)	1	Required, TBG	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
TBG Cost Proposal	Questionnaire:	1	Required,	You will need to fill out the

Name	Type	# Files	Requirement	Instructions
Questionnaire (Q-57JZ)	Excel (.xlsx)		Pelican Cove	provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
Pelican Cove Cost Proposal Questionnaire (Q-02AW)	Questionnaire: Excel (.xlsx)	1	Required, Pelican Cove	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
Northpoint Technical Proposal Questionnaire (Q-58OT)	Questionnaire: Excel (.xlsx)	1	Required, Northpoint	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
Northpoint Cost Proposal Questionnaire (Q-29RZ)	Questionnaire: Excel (.xlsx)	1	Required, Northpoint	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from

Name	Type	# Files	Requirement	Instructions
				the project listing on the Bonfire portal.
McKinley Technical Proposal Questionnaire (Q-35FH)	Questionnaire: Excel (.xlsx)	1	Required, McKinley	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
McKinley Cost Proposal Questionnaire (Q-23JT)	Questionnaire: Excel (.xlsx)	1	Required, McKinley	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
Humboldt Technical Proposal Questionnaire (Q-34BF)	Questionnaire: Excel (.xlsx)	1	Required, Humboldt	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
Humboldt Cost Proposal Questionnaire	Questionnaire: Excel (.xlsx)	1	Required, Humboldt	You will need to fill out the provided

Name	Type	# Files	Requirement	Instructions
(Q-18AL)				Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
Bradford Cost Proposal Questionnaire (Q-67HU)	Questionnaire: Excel (.xlsx)	1	Required, Bradford	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
Bradford Technical Proposal Questionnaire (Q-14DV)	Questionnaire: Excel (.xlsx)	1	Required, Bradford	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
Attachment B2 McKinley Exceptions	File Type: PDF (.pdf)	1	Required, McKinley	When submitting 'Attachment B2 McKinley Exceptions' you will need to provide a PDF (.pdf) for: McKinley that you are bidding on.

Name	Type	# Files	Requirement	Instructions
Attachment O2 Northpoint Exceptions	File Type: PDF (.pdf)	1	Required, Northpoint	When submitting 'Attachment O2 Northpoint Exceptions' you will need to provide a PDF (.pdf) for: Northpoint that you are bidding on.
Attachment N Insurance and Indemnity Form	File Type: PDF (.pdf)	1	Required	
Attachment M Certification re Debarment, Suspension	File Type: PDF (.pdf)	1	Required	
Attachment L EEOC Compliance Form	File Type: PDF (.pdf)	1	Required	
Attachment K Sworn Statement of Proposer	File Type: PDF (.pdf)	1	Required	
Attachment J Conflict of Interest Form	File Type: PDF (.pdf)	1	Required	
Proposal with Confidential and Proprietary Information Redacted - REQUIRED to be included if confidential or proprietary info is set forth in Attachment I	File Type: PDF (.pdf)	Multiple	Optional	

Name	Type	# Files	Requirement	Instructions
Attachment I - Proprietary Info Disclosure Form	File Type: PDF (.pdf)	1	Required	
Appendix 1 (for response to Technical Proposal Questionnaire)	File Type: PDF (.pdf)	1	Required, Each Concession	When submitting 'Appendix 1 (for response to Technical Proposal Questionnaire)' you will need to provide a PDF (.pdf) for: Each Concession that you are bidding on.
Attachment H Vendor Information Form	File Type: PDF (.pdf)	1	Required	
Attachment G Pelican Cove Humboldt TBG Whitnall Exceptions	File Type: PDF (.pdf)	1	Required, Pelican Cove, TBG, Humboldt, Whitnall	When submitting 'Attachment G Pelican Cove Humboldt TBG Whitnall Exceptions' you will need to provide a PDF (.pdf) for: Pelican Cove, TBG, Humboldt, Whitnall that you are bidding on.
Whitnall Technical Proposal Questionnaire (Q-89GK)	Questionnaire: Excel (.xlsx)	1	Required, Whitnall	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing

Name	Type	# Files	Requirement	Instructions
				on the Bonfire portal.

Commodity Codes

Commodity Set	Commodity Code	Title	Description
UNSPSC	9010	Restaurants and catering	

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Requested Questionnaires:

The Questionnaire Response Templates can be obtained at <https://countymilwaukee.bonfirehub.com/opportunities/12955>.

Please note that Questionnaires may take a significant amount of time to prepare.

2. Upload your submission at:

<https://countymilwaukee.bonfirehub.com/opportunities/12955>

The Q&A period for this opportunity starts Feb 01, 2019 3:00 PM CST. The Q&A period for this opportunity ends Feb 13, 2019 5:00 PM CST. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Mar 04, 2019 5:00 PM CST**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

Milwaukee County uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

PROPOSAL AND AWARD PROCESS 3.0

PRELIMINARY EVALUATION

The proposals will be reviewed to determine if mandatory submission requirements are met. Failure to meet mandatory submission requirements may result in rejection of the proposal. Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information may be rejected as non-responsive. The Proposer assumes responsibility for meeting submission requirements and addressing all necessary technical and operational issues to meet the objectives of the RFP.

PROPOSAL SCORING

An Evaluation Committee will be established by Milwaukee County to evaluate all responsive proposals and to make a recommendation. A proposer may not contact any member of an evaluation committee except at the RFP Administrator's direction. Reference the "Questions" section for additional information.

These proposals will be reviewed by an evaluation committee and scored against the criteria outlined in this RFP.

Technical Proposal scoring: the Evaluation Committee shall conduct its evaluation of the technical merit of all responsive proposals. The process involves applying the evaluation criteria and the associated weighting as outlined in the RFP to assess each vendor's proposal. The criteria that will be used by the Evaluation Committee for the technical evaluation of this RFP are outlined below.

Cost Proposal scoring: cost is one of the evaluation categories listed below and will be a defined percentage of the total RFP evaluation. Calculation of points to be awarded to the proposer that submits the best value proposed in the cost section of the RFP, and each subsequent proposal will use the highest percentage proposed in the cost section of the RFP as a constant numerator and the percentage proposed of the Proposer scored as the denominator. The result then is multiplied by the total number of points assigned to that item type. Responses to both cost submission questions asked of proposers for Bradford, McKinley, and Northpoint will be added together for the purpose of ascertaining a single cost score for Bradford, a single cost for McKinley, and a single cost score for Northpoint. Cost proposals shall be compared to the last three years of revenues at each site where available. The best cost proposal for each site will receive the maximum number of points available for the cost category, and other cost proposals will receive prorated scores based on the proportion that the costs of the proposals that vary from the highest cost proposal.

The evaluation committee's scoring will be tabulated and proposals ranked based on the total numerical scores, comprising the sum of both technical and cost scoring.

Oral presentations may be requested by Milwaukee County of the highest scoring proposer(s). If oral presentations are requested, proposers will be notified of when the presentations are to take place and what information should be provided. Milwaukee County reserves the right to adjust scoring based on such oral presentations.

Milwaukee County may request Best and Final Offers from any or all respondents. Best and Final Offers are a supplement to the original offer. Milwaukee County reserves the right to make an offer based on the original submitted proposal.

Following final evaluation, the Committee will make a recommendation to Milwaukee County’s Parks Director as to whose proposal is determined to provide the best value to Milwaukee County. An award may be made to the proposal with a higher technical ranking even if does not obtain the highest-scoring price proposal.

The award of the contract, if made, shall be with an organization whose proposal provides the best value to Milwaukee County. Milwaukee County reserves the right to reject any and all proposals received if it deems appropriate and may modify, cancel or re-publish the RFP at any time prior to a contract being awarded up to and through final action of the County Board of Supervisors and the County Executive.

EVALUATION CRITERIA

The evaluation panel will use the following criteria to evaluate each RFP response. The weights specify the percentage value for criterion. The criteria will be applied to both the technical cost information submitted by each Proposer.

RFP EVALUATION CRITERIA – BRADFORD AND NORTHPOINT

Cost Proposal Response	
Cost	50%
Technical Proposal Response	
Proposer Profile and Experience	25%
Approach to the RFP	25%

RFP EVALUATION CRITERIA – MCKINLEY

Cost Proposal Response	
Cost	30%
Technical Proposal Response	
Proposer Profile and Experience	35%
Approach to the RFP	35%

RFP EVALUATION CRITERIA – PELICAN COVE, HUMBOLDT, TBG, WHITNALL

Cost Proposal Response	
Cost	10%
Technical Proposal Response	
Proposer Profile and Experience	45%
Approach to the RFP	45%

RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS

The County reserves the right to reject any and all proposals.

EXCEPTIONS

Exceptions must be explicitly noted in the proposal using the forms provided. Lack of exceptions listed on the Attachment shall be considered acceptance of all of the terms and conditions as

presented in this RFP. Alternative language is subject to negotiation and/or approval. The County may not accept any or all Proposer exceptions.

INTENT TO AWARD

An Intent to Award will be issued and all proposers will be notified. Milwaukee County reserves the right to negotiate with the selected Proposer, at its option, regarding the terms of a contract and other issues to be incorporated into the contract.

In the event that a successful agreement cannot be executed, Milwaukee County reserves the right to proceed with contract negotiations with the other responsive, qualified bidders to provide service.

Prior to execution of any final agreement, Parks shall make a recommendation of award and request approval of the County Executive and the County Board of Supervisors, if required. An agreement will only be fully executed following final approval by the County Board of Supervisors and County Executive, as and if required.

The award of the Contract pursuant to this RFP may be contingent upon the Proposer's timely and successful compliance with the Milwaukee County due diligence requirements pursuant to Milwaukee County Ordinance § 32.88.

INFORMATION RELEASE

All materials submitted become the property of Milwaukee County. Any restriction on the use of data contained within a request must be clearly stated in the bid itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Milwaukee County Ordinances, State of Wisconsin procurement regulations, and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the Proposer's responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a Request for Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation and innovations become the property of Milwaukee County.

Milwaukee County may, at any time during the procurement process, request and/or require additional disclosures, acknowledgments, and/or warranties, relating to, without limitation, confidentiality, EEOC compliance, collusion, disbarment, and/or conflict of interest.

Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information and which Proposer believes qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats, or material which can be kept confidential under the Wisconsin public record law, must be identified on the Designation of Confidential and Proprietary Information form (Attachment I – Proprietary Information Disclosure). If the proposer so designates any such information as confidential, it must upload a version of its proposal with all such identified information redacted (Attachment I-1). Confidential information must be labeled as such. Costs (pricing) always becomes public information and therefore cannot be kept confidential. Any other requests for confidentiality MUST be justified in writing on the form provided and included in the bid submitted. Milwaukee County has the sole right to determine whether designations made by a proposer qualify as trade secrets under the Wisconsin public records law.

APPEAL

Protests and appeals related to this RFP after issuance of an “Intent to Award” are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapter 32. Appeal process information is available at http://www.municode.com/Library/WI/Milwaukee_County.

COST PROPOSAL RESPONSE

COST PROPOSAL

Proposers should complete the following question(s) on the Cost Proposal Questionnaire on the Bonfire Project Board. The proposer's response(s) will be used in the evaluation of the proposal.

1. For each site proposal, Proposer must submit the following cost proposal:

Proposer proposes to pay Parks a minimum annual fee of \$_____ and/or a monthly commission of _____ % on all Gross Receipts earned.

“Gross Receipts” shall be defined as the total of all receipts (cash, checks, credit cards) derived from all sales, less sales tax.

2. For each proposal for Bradford or McKinley, Proposer must also submit a response to the following:

Proposer proposes to contribute a monthly sum of \$_____ to a park improvement fund for the purposes of maintaining and improving the Premises. The fund shall be jointly controlled by the Tenant and the County. Deposits to the fund shall be made by the Tenant on the first (1st) day of each month of the Term. All withdrawals from the fund for maintenance and/or improvements shall require joint signatures of the Parks Director and the Tenant. All interest generated by the fund shall accumulate to the fund total and shall not offset against the minimum monthly required deposit. Upon termination of the Lease for any reason, all funds in the account, including all accumulated interest, shall become the sole property of the County.

3. For Northpoint, Proposer has the option of submitting a response to #2. If Proposer submits a response to #2, it will be added to Proposer's submitted cost proposal.

TECHNICAL PROPOSAL RESPONSE

Guidelines

- Proposers should complete the following questions on the Technical Proposal Questionnaire on the Bonfire Project Board. The proposer's responses will be used in the evaluation of the proposal.
- Responses should be brief and direct and address all subset questions. Please do not reference any pre-printed materials.
- Proposers must not reference Cost Proposal data in the Technical Proposal Response.

A. PROPOSER PROFILE AND EXPERIENCE.

1. Describe the Proposer's operations. Provide a brief profile of the Proposer's organization and history.
2. Describe how the Proposer is uniquely situated to complete the Scope of Services outlined in this RFP.
3. Provide resumes of proposed principal team member(s) as Appendix 1.

B. APPROACH TO THE RFP.

1. Describe the Proposer's proposed concept, including menu selection, pricing, hours and days of operation.
2. What are the Proposer's proposed revenue thresholds and targets for the term? How would the Proposer adjust if the initial revenue target is not met?
3. Provide a timeline. What is the estimated time from the intent to award that would be required to open the concession? Please describe how the Proposer arrived at this estimate and any assumptions used.
4. Provide a description of how your organization will market to potential users.
5. One of the Milwaukee County Park system's Values is Quality. Milwaukee County Parks values high standards for service delivery that distinguish the park system in the park and recreation industry. Briefly describe how your proposed operation will lend to reflecting this value to park users.

LIST OF ATTACHMENTS

Attachment A	Bradford Description
Attachment A-1	Bradford Lease Agreement
Attachment A-2	Bradford Exceptions Form
Attachment A-3	Bradford List of Equipment
Attachment A-4	Bradford Beach House Schematic
Attachment A-5	Bradford Leased Property Map
Attachment B	McKinley Description
Attachment B-1	McKinley Vendor Permit Agreement
Attachment B-2	McKinley Exceptions Form
Attachment C	Pelican Cove Description
Attachment D	Humboldt Description
Attachment E	TBG Description
Attachment F	Whitnall Description
Attachment G	Pelican Cove, Humboldt, TBG, Whitnall Exceptions Form
Attachment H	Vendor Information Sheet
Attachment I	Proprietary Information Disclosure Form
Attachment J	Conflict of Interest Form
Attachment K	Sworn Statement of Proposer Form
Attachment L	EEOC Compliance Form
Attachment M	Certification Regarding Debarment and Suspension
Attachment N	Indemnity and Insurance Form
Attachment O	Northpoint Description
Attachment O-1	Northpoint Lease Agreement
Attachment O-2	Northpoint Exceptions Form
Attachment O-3	Northpoint List of Improvements
Attachment O-4	Northpoint Facility Schematic
Attachment O-5	Northpoint Leased Property Map
Attachment P	Insurance Exhibit to Agreements



Bradford Beach Concession and Beach Lease Area



386

0

193

386 Feet

DISCLAIMER: This map is a user generated static output from the Milwaukee County Land Information Office Interactive Mapping Service website. The contents herein are for reference purposes only and may or may not be accurate, current or otherwise reliable. No liability is assumed for the data delineated herein either expressed or implied by Milwaukee County or its employees.

Notes

NAD_1927_StatePlane_Wisconsin_South_FIPS_4803

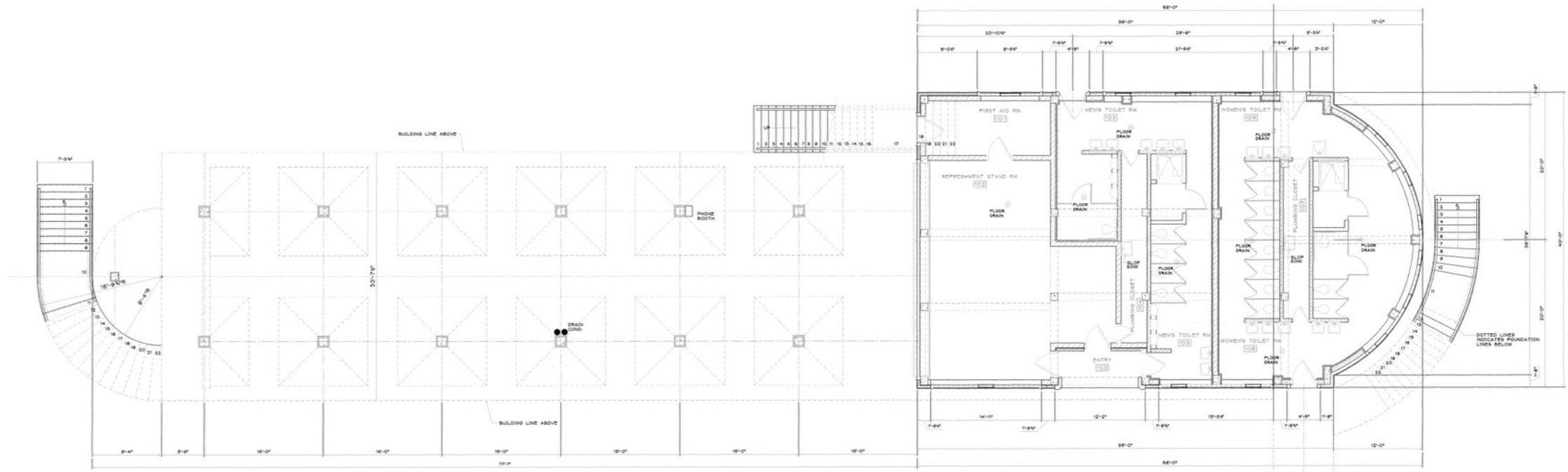
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

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1
A-1 FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"

1025-BRADFORD BEACH BATH HOUSE

DATE:	11/11/11	DESIGNER:	BRADY
SCALE:	1/4"=1'-0"	PROJECT:	BRADFORD BEACH BATH HOUSE
PROJECT:	BRADFORD BEACH BATH HOUSE	CLIENT:	MILWAUKEE COUNTY DEPARTMENT OF PUBLIC WORKS
PROJECT NO.:	1025	PROJECT NO.:	1025
PROJECT NAME:	BRADFORD BEACH BATH HOUSE	PROJECT NAME:	BRADFORD BEACH BATH HOUSE
PROJECT ADDRESS:	1025 W. WISCONSIN ST., MILWAUKEE, WI 53233	PROJECT ADDRESS:	1025 W. WISCONSIN ST., MILWAUKEE, WI 53233
PROJECT CONTACT:	AL B. BOHNE	PROJECT CONTACT:	AL B. BOHNE
PROJECT PHONE:	414.224.3300	PROJECT PHONE:	414.224.3300
PROJECT FAX:	414.224.3300	PROJECT FAX:	414.224.3300
PROJECT EMAIL:	al.bohne@milwaukee.gov	PROJECT EMAIL:	al.bohne@milwaukee.gov
PROJECT WEBSITE:	www.milwaukee.gov	PROJECT WEBSITE:	www.milwaukee.gov

ATTACHMENT A

BRADFORD DESCRIPTION

1. Proposed Vendor Area

Milwaukee County will accept proposals for operation and management of the Food and Beverage Service at **Bradford Beach House and Tiki Huts** at 2400 N. Lincoln Memorial Drive Milwaukee WI. Location will now be referred to as “Bradford”. Interested vendors will be submitting a proposal for the exclusive food and beverage service at this site.

2. Description of Services Requested

The Department is seeking a food and beverage service provider for this venue. Milwaukee County is willing to entertain proposals for providing operation, management and maintenance of this food and beverage outlet. The award of this location will come in the form of a multi-year contract. Milwaukee County is proposing a contract with an initial term of five (5) years and three (3) optional one (1) year extensions, by mutual agreement of the parties; however that term is up for negotiation. The awarded vendor will be responsible for the care and maintenance of the concession stand and tiki huts. The Parks Department is looking for a vendor to offer quality food and beverage products which complements the parks beach operation. The food and beverage offerings are to be made available to all park patrons. Milwaukee County will provide the restroom supplies for this site and the selected vendor will be responsible for the maintenance of the restrooms. All contracts with terms of more than one (1) year will require County Board approval.

3. Potential

All food and beverage service within this site will be via the successful concessionaire for this proposal with an exclusive contract, except in cases where both parties agree to add additional vendors for special events or promotions or in cases the Parks Department operations its own food or beverage operation for a special event. The gross food and beverage sales of this venue in 2016, 2017 & 2018 for this location were as follows:

- 2016 = \$475,883
- 2017 = \$380,255
- 2018 = \$493,895

Proponents must be aware that the park closes at 10 pm and no activity will be permitted in the park past 10 pm, unless written approval is obtained from the Parks Director. The Parks Department has an exclusive contract for non-alcoholic beverages in the County Parks. The proponents will need to purchase these products from the local distributor and sell the products from the exclusive parks provider. Pepsi Cola is currently under contract through March 15, 2020. No glass or glassware is permitted in the beach area. MillerCoors has donated over \$500,000 in the last 10 years to help beautify the beach through its fresh water initiative. Inclusion of MillerCoors products would be encouraged, but not required from the proposed vendor. Beach sponsorships details will need to be agreed upon among the successful proposer and the approved volleyball vendor, Milwaukee County Parks and the selected food vendor. The previous food vendor (Surg Restaurant Group) is willing to sell some of the equipment previously used at this site (see list and pricing attached as Attachment A-3). The selected vendor is not required to purchase any or all of this equipment. The Tiki Huts, walk in coolers and exhaust hood are property of Milwaukee County and able to be used by the selected vendor. General trash pick-up and removal from the beach is the responsibility of the selected vendor. Any special events held on the beach require a special event permit from The Milwaukee County Parks.

4. Property Description

The portion of the Bradford Beach Pavilion to be leased by the Proposer (the “Facility”) is an approximate 1,950 square foot rentable area that is part of the larger 4,001 square foot Bradford Beach Park Bathhouse. The lease also includes two walk-in coolers at the Facility. The Proposer is responsible for providing any additional furniture, fixtures, and equipment, whether in the food preparation area or otherwise, that is not included in the property. A schematic indicating the Facility is attached as Attachment A-4.

There are also designated areas on Bradford Beach for the placement of semi-permanent food and beverage kiosks, which may be installed by the winning bidder. The total area of the three pad sites for additional concession services is approximately 2,200 square feet. The primary building was built in 1951, with some renovations. The subject has use of a parking area to the west of Lincoln Memorial Drive that is accessible via an overhead walkway in addition to street parking. The property is part of a larger 150.71 acre parcel with a primary address of 3233 East Kenwood Boulevard. A map indicating the leased areas of the property is attached as Exhibit A-5.

Bradford Beach is the premiere recreational beach in Southeastern Wisconsin. Comprising 28 acres, Bradford Beach attracts in excess of 200,000 visitors per year for both passive and active recreational opportunities. Over 30 volleyball courts annually serve the casual player and 500 teams for league play. Permitted activities and special events that have taken place in recent seasons include volleyball tournaments, karaoke contests, music festivals, body building contests, exercise classes and recreational boot camps. Milwaukee County Parks currently offers lifeguarding services at the beach from mid-June through mid-August to monitor an available public swim area. The concession operations that the successful Proposer will provide at this site will operate out of a portion of the Bradford View Beach House, including the first-floor kitchen and food prep areas dedicated to the sale of food and beverages, the upper and lower decks, the second floor food storage room, and three areas on the beach dedicated for the placement of semi-permanent concession kiosks. The beach pavilion will continue to be used in part by Milwaukee County for its lifeguard station that serves the beach.

The beach pavilion was partially improved in 2010 and 2011 and will be leased in “as is” condition. The successful Proposer will be responsible for providing any furniture, fixtures, and equipment, whether in the food preparation area or otherwise, that is not included in the RFP.

The property also includes three pads for the construction of three additional concession stands that are served by electrical but not plumbing utilities. Successful proposers are encouraged to consider alternate or additional concession operations on the property.

The property must remain accessible to Parks Operations and Maintenance Staff at all times.

The Proposer will be responsible for regular daily cleaning, upkeep and opening and closing of public restrooms throughout the season as provided in the Lease Agreement. Parks staff will do a once weekly “deep cleaning” (typically on Monday morning) of the restrooms throughout the summer season. The County is responsible for providing paper, soap and toweling /hand dryers.

If the Proposer sells alcoholic beverages at the leased premises, it must possess the applicable liquor license for the City of Milwaukee and the appropriate level of liquor liability insurance by the date it commences such sales. The Proposer agrees to comply with Parks’s prohibitions on certain sales, including prohibitions on the sale of gum and beverages in glass bottles, and to operate subject to Parks’s exclusive non-alcoholic beverage vendor (at this time it is Pepsi).

5. Additional Recreation

Milwaukee County is committed to ensuring that persons of all abilities have the opportunity to enjoy the County's parks. Through the RampUp Milwaukee program, handicap accessible beach wheelchairs are made available to the public to access Bradford Beach. Wheelchairs are stored and provided to the public through the beach pavilion, and the successful Proposer is expected to provide for the rental of these wheelchairs through the concession window. The successful Proposer is not obligated to provide any financial resources to the rental activity of the RampUp program. Milwaukee County staff are available to help train and educate staff as to this initiative and the day to day expectations of operating the RampUp retail window.

6. Zoning and Potential Use

The property is zoned a PK Special Purpose Park District by the City of Milwaukee. The PK zoning designation is established to accommodate a wide variety of public and quasi-public open spaces and facilities providing recreational and cultural opportunities and supporting services for surrounding neighborhoods. Specific information on allowable uses within a PK zoning district can be found on the City of Milwaukee's website –

<http://city.milwaukee.gov/ImageLibrary/Groups/ccClerk/Ordinances/Volume-2/CH295-sub9.pdf>

7. Environmental Conditions

According to FEMA maps #55079C-0092E and 55079C 0103E both dated September 26, 2008, the primarily developed property is located in Zone X, an area of minimal flooding. The semi-permanent kiosk pads are located in Zone AE, which is a flood hazard area. For the permanent improvement area, there are no apparent flood hazards with respect to the site, nor is it located in any recognized flood hazard area or seismic zone. The flood hazard area of the remaining subject area is located near or along Lake Michigan and a portion of the adjacent park land.

8. Agreement

The successful Proposer will be required to enter into a lease agreement (the "Lease") which is included as Attachment A-1 to this RFP. The Lease attached as Attachment A-1, substantially in the form contained herein, is expected to be agreed to by the Proposer as part of contract negotiations. Exceptions must be explicitly noted in the proposal using the checklist forms provided in Attachment A-2 to the RFP. Lack of exceptions listed on the checklist forms shall be considered acceptance of all

of the terms and conditions as presented in this Lease. The County may not accept any or all Proposer exceptions.

LEASE AGREEMENT
BETWEEN
MILWAUKEE COUNTY PARKS
AND
[TENANT]

This Lease Agreement (“Lease”) is made and entered into effective _____, 2019, by and between the MILWAUKEE COUNTY PARKS (the “County” or “Landlord”) and the [TENANT] (“Tenant”), [ADDRESS]. Referenced together, the Landlord and the Tenant are “Parties” to this Lease.

WHEREAS, on [DATE] Milwaukee County issued a competitive Request for Proposals to solicit proposals for the Management and Operation of Food, Beverage, and Recreation Services at Bradford Beach (the “RFP”) and through that process, [TENANT] was awarded the proposal based on its response submitted to County on [DATE] (the “RFP Response”); and

WHEREAS, the Tenant wishes to occupy the Bradford Beach Pavilion and adjacent areas to provide food and beverage sales; and

WHEREAS, recognizing that providing such services in a public park is advantageous to both Parties, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

1. **BUILDING AND PREMISES:** Tenant shall lease, develop and manage certain portions of the Bradford Beach House, located at 2400 North Lincoln Memorial Drive in Milwaukee, Wisconsin (the “Building”) and agreed upon adjacent areas (“Premises”) as more fully described in Attachments A-4 and A-5 to the RFP. The Premises shall include all areas dedicated to the sale of food and beverage, the upper and lower decks, north storage area on the second floor, room 101 (first aid room), room 202 (utility storage room) and certain designated areas on the beach for the placement of semi-permanent concession kiosks, and vending stations. The remaining portion of the Building shall be used and operated by the County to provide lifeguard and other services for Bradford Beach and its environs.
2. **TERM:** Unless earlier terminated as provided herein, this Lease shall be for an initial term of five (5) years commencing on [DATE] and expiring five years thereafter (the “Initial Term”).
3. **RENEWAL:** After the Initial Term of the Lease, the Parties may mutually agree in writing to extend the term of the Lease for three (3) additional one (1) year periods (each such period, a “Renewal Term”). Such options shall be exercised by Tenant’s written notice to Landlord given at least nine (9) months’ prior to the expiration of the Initial Term or the applicable Renewal Term and Landlord written agreement to accept such Renewal Term; provided, however, that Tenant continues using the Premises only for the Permitted Use set forth in Section 5 and

for no other purposes. The Parties agree that further negotiation regarding the terms and conditions may be appropriate at the time each Renewal Term is executed by the Parties. The Initial Term and all Renewal Terms shall be collectively referred to as the "Term" herein.

4. PAYMENTS TO COUNTY: Tenant shall pay to Landlord, without demand, offset or delay, when due, the following amounts.

- a. SALES REVENUE: Tenant shall pay to County at the end of each Sales Period a commission of [PERCENTAGE] of gross revenue on all alcoholic beverage sales, food, and non-alcoholic beverage sales. "Sales Period" means a Monday to Sunday cycle of two (2) weeks or fourteen (14) days each; payment due fourteen (14) days after the end of a Sales Period.

Checks shall be made payable to the Milwaukee County Treasurer and mailed or delivered to: Milwaukee County Parks, 9480 Watertown Plank Road, Wauwatosa, Wisconsin 53226, Attn: Joe Mrozinski.

Upon written demand by the County, Tenant agrees to compile and provide County with a detailed summary report of all sales activities, a financial reconciliation of all commissions owed and paid, and remit to County any additional amounts as may be required. Tenant shall submit such reports within ten (10) days of each written request by the County.

- b. UTILITIES: Tenant shall pay to the County the actual utility costs per month for the Premises. The County shall invoice the Tenant for such Utilities costs on a monthly basis. Invoices shall be paid within thirty (30) days of issuance. "Utilities" shall include sewer, water, gas, telephone and electric. Any costs related to the installation, service, and maintenance of Utilities, including, but not limited to, the installation of any electrical outlet(s) necessary for the operation of the Tenant, shall be the sole responsibility of the Tenant.
- c. CONTRIBUTION TO PARK IMPROVEMENT FUND: Tenant shall establish a Park Improvement Fund of [AMOUNT] for the purposes of maintaining and enhancing the Building, Bradford Beach, the parking lot, or any area having a direct positive impact on the operation of Bradford Beach and/or the beach environs. The fund shall be jointly controlled by the Tenant and the County. Deposits to the fund shall be made by the Tenant on the first (1st) day of each month of the Term. All withdrawals from the fund for maintenance and/or improvements shall require joint signatures of the Parks Director and the Tenant. All interest generated by the fund shall accumulate to the fund total and shall not offset against the minimum monthly required deposit. Upon termination of the Lease for any reason, all funds in the account, including all accumulated interest, shall become the sole property of the County.

5. **PERMITTED USE:** Consistent with County ordinances and other applicable laws, Tenant shall have the use of the Premises for its continuing business and administrative activities as specified: food and beverage sales and special events.

a. **FOOD AND BEVERAGE SALES:** Tenant is permitted to sell food and beverages, including alcoholic beverages served under a Class B tavern license, at the food and beverage stands on the Premises. The concession is scheduled to be open daily from 10 a.m. to 10 pm., weather permitting. Tenant shall not dispense or distribute alcohol after 9:00 p.m. The times of operation may be modified upon the written approval of the Parks Director or his/her designee.

It is the responsibility of Tenant to manage the distribution of alcohol, and Tenant is solely responsible for any incidents involving alcohol sold by Tenant at the Premises. Tenant shall monitor the service of alcoholic beverages, make sure no one under the age of twenty-one (21) is drinking alcohol, and refuse service to people who appear to be intoxicated or using poor judgment in their drinking.

b. **SPECIAL EVENTS:** All special events to be held on the Premises require the written permission of the County and Tenant shall obtain and pay for a Special Event Permit at the standard County fee in effect at the time of the Special Event from all governmental authorities having jurisdiction over the Premises.

c. **SIGNAGE:** Tenant may display appropriate signage relating to the use of and/or public access to the Premises with County's prior written consent, which may not be unreasonably withheld (the "Signage"). Tenant hereby covenants and agrees that Tenant shall, at its own cost and expense: (i) be responsible for ensuring that the Signage is in compliance with all applicable codes, ordinances, statutes, rules and regulations, including any action or rule of any landmark commission having jurisdiction; (ii) obtain and comply with all consents, approvals and permits necessary from all governmental and quasi-governmental authorities and landmark commissions having jurisdiction over the Signage; (iii) ensure the Signage as part of its property and shall also carry liability and property damage insurance with respect to the Signage; (iv) ensure that the Signage retains an attractive appearance at all times; and (v) pay all costs associated with creating, designing, manufacturing, installing, cleaning, maintaining, repairing and replacing (if necessary) the Signage.

d. **PUBLIC ACCESS AND USE OF THE PREMISES:** The Parties recognize that during the Term of this Lease the Premises is operating as a business entity and that public use of the Premises is mutually desirable. The Premises shall remain open and available to the public during regular hours the Park remains open.

e. **SOUND/AMPLIFIED MUSIC RESTRICTION:** Amplified music shall be limited to acoustic and vocal reinforcement to provide background music throughout the Premises and environs. Events or performances with

concert style amplification must be approved in writing by the Parks Director or his/her designee. All amplified music approved by the Parks Director or his/her designee, as well as ambient music, shall comply with the appropriate City of Milwaukee and Milwaukee County noise ordinances.

- f. **COUNTY APPROVAL OF ITEMS TO BE SOLD:** Tenant shall provide County with a list and pricing information for the products it intends to sell to the public for approval. The Parks Director or his/her designee maintains the right to prohibit the sale or rental of any item that he/she deems to be inappropriate or otherwise within the Milwaukee County Parks System. Tenant agrees to comply with the County's prohibitions including the sale of gum and glass bottles and to operate subject to the Milwaukee County Parks System's exclusive non-alcoholic beverage contract. Products must be purchased directly from the local bottler.

- g. **CLEANLINESS, GARBAGE:** Tenant is responsible for maintaining the Premises, and surrounding areas in a state of cleanliness and repair to prevent injury to the public. Tenant is also responsible for the collection and disposal of all municipal solid waste (trash) and recycling associated with its activities. Tenant is strongly encouraged to establish a recycling program to reduce landfill waste. Tenant may contract with a commercial waste service and, upon coordination with County, place municipal solid waste and recycling containers in a designated area of the parking lot. Tenant shall ensure that the Premises are clean, orderly and inviting at all times, to the reasonable satisfaction of the Director or his/her designee. Tenant is responsible for continuous cleaning of the Premises. Tenant shall provide thorough and hourly maintenance and cleaning of the public restrooms and permit public access to the restrooms during all hours of operations. Tenant shall thoroughly clean the restrooms, and County shall provide all restroom supplies and cleaners as needed.

- h. **DISPOSAL OF FATS, OILS AND GREASE:**
 - i. **Prevention of FOG Build-up:** Tenant shall keep leftover grease and food scraps from going down the drains. Fats, oils, and grease ("FOG") poured down drains can build up in pipes and sewers and cause sewage backups, which can lead to raw sewage overflows. Large amounts of FOG should be collected and stored in drums or barrels for recycling. Small amounts can be poured into a sealed container and thrown away. Tenant should scrape or wipe FOG from dishware and cookware and put it in the trash.

 - ii. **GCD Installation:** Tenant shall have a grease control device ("GCD") meeting all applicable requirements of Wisconsin Administrative Code NR 113 and State of Wisconsin Department of Commerce 82.34 standards. The GCD shall be installed by a

plumber licensed in the State of Wisconsin prior to the Tenant's occupancy of the Premises. The GCD shall be installed and connected so that it may be readily accessible for inspection, cleaning and removal of FOG at any time.

- iii. Maintenance: The GCD shall be maintained at the Tenant's sole expense. Maintenance shall include the complete removal of all contents, including floating material, wastewater and settled solids. The GCD shall be cleaned no less frequently than once every six (6) months. Grease interceptors shall be pumped out completely when the total accumulation of FOG, including floating solids and settled solids, reaches twenty-five percent (25%) of the overall liquid volume. Frequency of cleaning will depend upon the type of food prepared and how well grease is managed in the kitchen.
- iv. Waste Disposal: FOG removed from a grease interceptor shall be disposed of in a solid waste disposal system or by a certified grease hauler. FOG removed from a grease interceptor shall be disposed of at a facility permitted to receive such wastes. No FOG shall be returned, decanted or discharged to any grease interceptor or into any portion of any private or County sanitary sewer system or water treatment facility.
- v. Posting of Signage: The Tenant shall post County signage provided to the Tenant regarding FOG disposal in a clear and prominent place in the kitchen at the Premises. County signage shall be posted above the sink at the Premises if such posting is possible and if such posting would not obscure the signage.
- vi. Inspection: County shall have the right of entry into the Premises at any time to make inspections, observation, measurements, sampling, testing, or records review of the GCD to ensure that the Tenant is in compliance with this Section pertaining to disposal of FOG. Operational changes, maintenance and repairs requested by the County shall be implemented by Tenant at Tenant's sole expense.
- vii. Record Keeping: Tenant shall retain and make available for County's inspection and request all records of all cleaning and/or maintenance pertaining to the GCD during the Term. Cleaning and/or maintenance records shall include, at a minimum: (a) the dates of cleaning/maintenance; (b) the names and business addresses of each company or person performing the cleaning/maintenance; (c) the volume of waste removed in each cleaning/maintenance; (d) information regarding each FOG disposal, including location of the waste disposal site and a copy of the original manifest from the hauler, if applicable; and (e) description of any repairs needed to the GCD, date repairs performed and name of repairer. The rights and obligations set

forth under this provision shall survive the termination of the Lease for a period of three (3) years.

6. MAINTENANCE AND REPAIRS:

- a. **Tenant's Obligations for Maintenance:** Tenant shall maintain the Premises in good order, including interior and exterior cleaning and janitorial services to the Premises and any environs utilized by Tenant. This includes the pickup and disposal of litter and garbage within fifty (50) feet of the Premises, including beneath the overhang and upper level and around the tiki huts. For cleaning obligations pursuant to this Lease, the Premises shall include the area twenty-five (25) feet South of the South Tiki and twenty-five (25) feet North of the North Tiki, from street to shore, but shall not include the volleyball courts during volleyball play.
- b. **Restrooms:** Restrooms: Tenant shall provide thorough and hourly maintenance and cleaning of the public restrooms and permit public access to the restrooms during all hours of operations. Tenant shall thoroughly clean the restrooms by the end of the day so they are ready to be opened by 6:30 a.m. by County. County shall unlock the restrooms, weather permitting, and lock the restrooms during the season. Tenant shall post public signage at restrooms indicating: (a) that the Tenant is responsible for maintaining the restrooms, (b) Tenant contact information, and (c) emergency contact information, including where patrons can go for help. County shall provide all restroom supplies and cleaners as needed.
- c. **Tenant's Obligations for Repairs:**
 - i. **"Minor Repairs":** Tenant shall make all "Minor Repairs" to the Premises during the Term; provided, however, that Tenant is not responsible to make Minor Repairs to the restrooms. A "Minor Repair" is defined as any singular repair or replacement whose cost is Five Hundred Dollars (\$500.00) or less for each instance.
 - ii. **"Major Repairs":** Tenant shall be obligated to maintain and provide for three types of "Major Repairs" to the Premises. A "Major Repair" is defined as any singular repair or replacement whose cost is more than Five Hundred Dollars (\$500.00) for each instance.
 - A. Tenant shall maintain in good order and provide Major Repairs to any plumbing, HVAC, electrical and lighting, door latches and locks, windows and plate glass/plastic, signage, and structural elements whose repair or replacement are necessitated by the negligence or willful misconduct of Tenant, its employees, invited guests, or patrons.
 - B. Tenant shall maintain and provide all Major Repairs to any improvement or item that it has provided or caused to be installed or improved upon the Premises.
 - C. Tenant shall maintain and provide all Major Repairs to any equipment provided by the County provided for the operation of food and beverage service under this Lease.

D. All replacements shall be made in-kind with Milwaukee County Parks (“Department”)-approved materials and standards. All repairs shall be done by licensed tradespersons, with oversight by the County’s trades personnel. Tenant may contract with the County for repairs on a time and materials basis.

- d. County’s Obligations for Major Repairs: County shall maintain in good order and provide for all major repairs to all structural components of the Premises, the roof and roof systems (gutters and downspouts), foundation, exterior walls, interior structural walls, door latches and locks, windows and plate glass/plastic, and all utility systems, including plumbing, HVAC, and electrical, except to the extent that Tenant is otherwise required maintain or provide Major Repairs for any such components.
- e. Timeliness of Repairs: Each Party shall perform its obligations under Sections (a), (b), (c), and (d) hereunder promptly after learning of the need for such repairs, but in any event within thirty (30) days of the occurrence or notice provided by one Party to the other. If County fails to make such repairs within thirty (30) days after Tenant’s notice (except when the repairs require more than thirty (30) days for performance and County commences the repair within thirty (30) days and diligently pursues the repair to completion), Tenant may, at its option, undertake such repairs and deduct the reasonable cost thereof from the commissions next falling due. If Tenant fails to make such repairs for which it is obligated within thirty (30) days after County’s notice (except when the repairs require more than thirty (30) days for performance and Tenant commences the repair within thirty (30) days and diligently pursues the repair to completion), then the County shall have the right to make the repair with its own staff or contract with a third party to make the repair, and charge all reasonable costs associated with making the repair to Tenant (including salary and benefits if done with County’s own staff).

7. IMPROVEMENTS:

- a. County Approval: Prior to the start of any construction or renovation of the Premises, including any subsequent alterations or renovations, Tenant shall submit detailed construction plans and specifications to the Department and to the Architecture and Engineering Section of the Milwaukee County Department of Administrative Services, together with the name of Tenant’s proposed contractor(s), for review and approval. Submittals shall include, but not limited to, shop drawings containing product information and materials and products shall be approved by County. Tenant shall reimburse County for the cost of a Milwaukee County Project Manager (including salary and benefits) during the construction phases of the project, including any subsequent construction, alterations or improvements, in an amount not to exceed Two Hundred Fifty Dollars (\$250.00) per hour, or Seven Thousand Five Hundred Dollars (\$7,500) total for the project. All costs for the Milwaukee County

Project Manager work provided over this amount shall be charged to the Department's operating budget. Conditions for approval shall include, but not be limited to provision that Tenant shall obtain and comply with, prior to commencing any alterations, additions and improvements, all necessary permits and licenses from the appropriate governmental authorities.

- b. **Construction Standards:** All development and landscaping shall be completed in a first-class manner and consistent with the standards established for other work in Milwaukee County Parks. Any and all alterations, additions and improvements shall be made in compliance with all statutes, laws, ordinances, rules, and regulations of any governmental authority having jurisdiction over the Premises. Tenant shall also indemnify and hold County harmless from and against all statutory liens or claims of liens of any contractor, subcontractor, laborer or any other party which may arise in connection with any alteration, addition or improvement to the Premises undertaken by or on behalf of Tenant. Any structures, alterations, additions or improvements installed on the Premises by Tenant (including generic signage permanently affixed to the Premises) shall become the property of County upon the expiration or termination of this Lease. In no event shall Tenant make any alterations or additions to the Premises without the prior written consent of County, except in the event of an emergency, when such consent shall not be required, provided that notice shall be given as soon as reasonably possible thereafter. Routine instances of maintenance, painting, repair and like-kind replacement of materials needing repair or replacement do not constitute alterations or additions requiring such approval, providing they do not individually exceed Five Thousand Dollars (\$5,000) in cost per year.
- c. **Builder's Risk:** Tenant or its general contractor shall provide Builder's Risk insurance coverage on a completed value form insuring for special perils, with Milwaukee County as additional insured and loss payee on the insurance certificate. Coverage is during construction period and is intended to terminate when the work has been completed and the Premises are ready for occupancy. Prior to construction, Tenant shall supply the Parks Director with written evidence of Builder's Risk insurance. Tenant shall not commence construction activities without written approval from the Parks Director and his/her designee. The Parks Director shall provide a written response to the Tenant within thirty (30) days of receiving written evidence of the Tenant's Builder's Risk insurance documents.
- d. **Construction Escrow:** Tenant agrees to provide evidence satisfactory to the County that the total amount of funds necessary to construct the proposed renovations to the Premises are immediately available and dedicated to such purpose and documentation is in place to provide for the orderly disbursement of such funds during the course of construction to pay for all permits, material, labor, supplies, and any other miscellaneous items used or necessary for the construction of the renovations. Tenant shall deliver to County evidence reasonably acceptable to the County that the total amount of such funds are immediately available and dedicated for the above purpose prior to any construction activities taking place on the

Premises. Any such evidence of the Tenant's financial capacity shall also include a letter from the Tenant's banking institution stating that the Tenant has secured a line of credit that is immediately available to Tenant for such purposes in an amount sufficient to cover 100% the costs thereof.

- e. Licensed Tradespersons: Tenant agrees that all renovations and improvements shall be performed by fully licensed contractors and subcontractors who shall utilize industry standard supplies, equipment, and construction methods in the performance of their duties. Tenant shall require its contractors and subcontractors to obtain and maintain adequate insurance coverages with liability limits not less than that required of Tenant by County. Tenant shall have responsibility to enforce compliance with these insurance requirements and provide evidence of insurance for any contractor or subcontractor as acceptable to the County.
 - f. Construction Documents: Tenant agrees that within sixty (60) days after the conclusion of each construction project, renovation or improvement project, Tenant shall provide to County a complete set of construction documents to be included as a minimum: (a) as-built drawings; (b) a copy of all work orders and change orders; (c) a copy of all lien-waivers; (d) operation manuals or cut sheet drawings of any mechanical fixtures or equipment which was installed; (e) manufacturer's warranties or extended warranties; (f) a copy of all construction permits and signed drawings; (g) City of Milwaukee final occupancy permits, if applicable.
8. **MARKETING; LOGO:** Tenant is responsible for all marketing and advertising to promote its activities; provided, however, that the Director or his/her designee maintains the right to prohibit any advertisement or marketing that he/she deems to be inappropriate, inaccurate or otherwise. Tenant shall acknowledge the Department and include the Department's logo in all local promotional materials, whether print or digital, directly related to its activities pursuant to this Lease. Tenant shall notify the Department's Marketing Manager or his/her designee as soon as it is aware of any television, radio, print, electronic or other media interviews or reports to be prepared regarding, at or concerning the Premises. Tenant may not enter into any sponsorships or other promotional arrangements with outside contractors at the Premises without the prior written consent of the Director or his/her designee. Advertisement of Tenant's sponsorships are restricted to the Premises.
9. **STAFF; CUSTOMER SERVICE:** Tenant shall conduct its operation in a first-class manner, and all service shall be prompt, clean, and efficient. Tenant shall maintain customer service as a top priority. Tenant shall employ a sufficient number of qualified staff to properly operate the Premises. Tenant shall provide employees who are professional, friendly, and courteous to customers and the general public. Employees shall maintain a neat appearance, exercise good public relations skills, respond to customer complaints and questions, and conduct themselves in a high standard acceptable to County. Tenant and staff shall wear appropriate attire which, in the sole determination of County, clearly distinguishes Premises staff from County staff. The Director or his/her designee shall have the right, at all times, to notify Tenant, in writing, of any reasonable objections to the

quality of services rendered at the Premises, and to require that his/her objections be remedied within a reasonable period of time

10. **REMOVAL OF EQUIPMENT AND SUPPLIES:** Upon expiration or termination of this Lease, Tenant shall remove, at its costs, all of its supplies, displays, and related items from the Premises within thirty (30) days of the expiration or termination date, and shall restore the Premises to its prior condition, satisfactory to the Parks Director or his/her designee. Damage caused to the Premises by any removal of personal property or improvements to the Premises will be repaired by the Tenant. If for any reason Tenant does not comply in a timely manner with its obligations under this paragraph, then the County may make such repairs or remove, dispose of, or retain such property as the County sees fit. It is mutually agreed that the County may recover from the Tenant any and all reasonable costs, as determined by the County, related to this Section. It is mutually agreed that the County may recover from the Tenant any and all reasonable costs, as determined by the County, related to this Section. The Tenant agrees to surrender the Premises in broom-clean condition, subject to ordinary wear and tear and casualty.
11. **RIGHTS RESERVED TO COUNTY:** County reserves the right to award a contract with one (1) or more additional vendors to provide other concessionable items in other areas of the Park. County further reserves the right to operate its own concession area during any and all events held in its Parks.
12. **PERMITS, LICENSES, AND OTHER COSTS:** Tenant shall procure, maintain, and pay the fees for all appropriate federal, state, and local licenses and permits required for its activities.
13. **COMPLIANCE WITH LAWS – NONDISCRIMINATION, AFFIRMATIVE ACTION AND TBE GOALS:**
 - a. **Generally:** There shall be no discrimination against or segregation of any person, or group of persons, on account of gender, age, race, color, religion, creed, national origin or ancestry in the use of the Premises, and Tenant (or any person claiming under or through Tenant) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the Premises.
 - b. **Non-Discrimination:** Tenant certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap which includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. Tenant will post in conspicuous places, available for employment, notices setting forth the provisions of the non-discriminatory clause.
 - c. **Affirmative Action Program:** Tenant certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program which shall have as its objective to

increase the utilization of women, minorities and handicapped persons and other protected groups, at all levels of employment in all divisions of its work force, where these groups may have been previously under-utilized and under-represented. Tenant also agrees that in the event of any disputes as to compliance with the aforementioned requirements, it shall be its responsibility to show that it has exercised good faith efforts to meet all requirements.

- d. Affirmative Action Plan: Tenant certifies that if it has fifty (50) or more employees, it has filed or will develop and submit a written Affirmative Action Plan. Current Affirmative Action Plan, if required, must be filed with any of the following: The Office of Federal Contract Compliance Programs, the State of Wisconsin, or the Milwaukee County Comptroller's Audit Services Division, 633 W. Wisconsin Ave, 9th Floor, Milwaukee, WI, 53203.
- e. Non-Segregated Facilities: Tenant certifies that it does not and will not maintain or provide segregated facilities for its employees, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained.
- f. Reporting Requirement: When applicable, Tenant certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.
- g. Compliance: Tenant certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.
- h. While this Lease does not have a specific participation goal established by Community Business Development Partners, Tenant is directed to use active and aggressive efforts to assist County in participation of Targeted Business Enterprise (TBE) firms on County contracts. The directory of certified firms, and further assistance with this initiative, can be obtained by contacting the Community Business Development Partners Department of Milwaukee County (CBDP) at (414) 278-4747, or cbdp@milwaukeecountywi.gov. The directory of TBE firms currently certified in the State of Wisconsin can be found at: <http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

14. COMPLIANCE WITH LAWS – ADA: Tenant shall, at Tenant's expense, promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over Tenant's use of the Premises pertaining to: (a) accessibility, ensuring that the Premises and environs are fully accessible pursuant to the American with Disabilities Act of 1990 and the Architectural Barriers Act of 1968 and such accessibility is approved by the Milwaukee County Office of Persons with Disabilities; and (b) Tenant's activities on the Premises.

15. INDEMNIFICATION: To the fullest extent permitted by law, Tenant shall indemnify the County for, and hold it harmless from all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of or are in any manner connected to the Premises, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of the Tenant, its agents, or employees. Tenant shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all reasonable charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action.
16. ENVIRONMENTAL INDEMNIFICATION: Tenant shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, cleanup, remediation or detoxification arising out of any Hazardous Materials brought onto or introduced into the Premises or surrounding areas by Tenant, or its agents. Tenant hereby agrees to indemnify, defend and hold County harmless from and against any and all liabilities, costs, expenses (including reasonable attorney fees), damages (including but not limited to clean-up, remediation or detoxification of) or any other losses caused by its introduction of any such Hazardous Materials into or onto the Premises and any Hazardous Materials brought onto or introduced into the Premises as described below.
- a. "Hazardous Materials" as the term is used herein shall mean any substance: (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, or policy; or (ii) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any federal, state, or local statute, regulation, ordinance, or amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), or the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.); or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Wisconsin, or any political subdivision thereof; or (iv) the presence of which on lands within the Project Area causes or threatens to cause a nuisance upon the Project Area or surrounding area or poses or threatens to pose a hazard to the Project Area or surrounding areas or to the health or safety of persons on or about the Project Area; or (v) which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or (vi) which contains polychlorinated biphenyls (PCBs), asbestos, or urea formaldehyde foam insulation.
17. INSURANCE: Tenant shall strictly conform to the insurance requirements set forth on Exhibit A.
18. SITE RESTORATION: Both Tenant and County shall together participate in a pre-season and post-season inspection of the Premises. Tenant shall be responsible for any actual documented physical damage to the Premises caused by

Tenant, its employees, agents, representatives, and guests. Within five (5) days of the discovery of any such damage, the Premises shall be restored to the satisfaction of the Parks Director or his/her designee. If damage is not restored by the Tenant after five (5) days of the discovery and the County elects to restore such damage, then the County shall have the right to restore the damage with its own staff or contract with a private company to restore the damage, and charge all reasonable costs directly associated with performing the restoration work, to the Tenant (including salary and benefits if done with the County's own staff).

19. SECURITY: Unarmed security personnel are permitted within the Premises for the purposes of checking identification and general observation. Tenant shall be solely responsible for and assume all risks related to Tenant's use of security personnel.

20. INSPECTION BY COUNTY: County shall at all reasonable times have the right to enter the Premises to inspect the condition thereof, and to improve or repair the Premises, and to make such repairs, alterations, improvements or additions as County may deem necessary or desirable; provided, however, such entry shall be done in such a manner that it does not unreasonably interfere with the conduct of Tenant's use of the Premises.

21. INTEREST AND PENALTIES:
 - a. Interest: Unless waived by County Board of Supervisors, Tenant may be responsible for payment of interest on amounts not remitted in accordance with this Lease. The rate of interest shall be the statutory rate in effect for delinquent County property taxes (one-percent (1%) per month or fraction of a month) as described in Wisconsin statutes section 74.47(1). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

 - b. Penalty: In addition to the interest described above, Tenant may be responsible for payment of penalty on amounts not remitted in accordance with this Lease, as may be determined by County. The penalty shall be the statutory rate in effect for delinquent County property taxes (.5% per month, or fraction of a month) as described in Milwaukee County ordinance section 6.06(1) and Wisconsin statutes section 74.47(2). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

 - c. Audit Results: If, as a result of the annual audit required herein, additional amounts are disclosed to be due and owing to the County, interest and penalty shall be calculated thereon in accordance with the above method. Tenant shall remit to the County any additional amounts identified due and owing for the audit including interest and penalty thereon within thirty (30) days following receipt of the audit report by the County.

 - d. Nonexclusivity: This provision permitting collection of interest and penalty by the County on delinquent payments is not to be considered the

County's exclusive remedy for Tenant's Default (as hereinafter defined) or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by the County of any other remedy permitted under this Lease, including but not limited to termination of this Lease.

22. **RIGHT TO AUDIT:** The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Chapter 34 of the Milwaukee County Code of General Ordinances.
23. **ASSIGNMENT AND SUBLETTING:** Tenant may not assign this Lease, in whole or in part, or sublease any part of the Premises without the prior written approval of the Parks Director or his/her designee, and the County Comptroller.
24. **RELATIONSHIP OF PARTIES:** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Landlord and Tenant.
25. **TERMINATION:** County may terminate this Lease: (a) upon a Default by Tenant (as hereinafter defined); (b) if Tenant ceases to do business as a going concern, ceases to pay its debts as they become due, or admits in writing that it is unable to pay its debts as they become due, or becomes subject to any proceeding under any federal or state bankruptcy law, or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of Tenant's assets or Tenant's interest in this Lease; or (c) in the event that County, upon twelve (12) months' prior written notice to Tenant, elects to close or otherwise repurpose the Premises from its use as a beach concession during the Term. If the County terminates the Lease within the Initial Term pursuant to this subsection (c), County agrees to buy out one hundred percent (100%) of Tenant's documented capital expenditure investment in the Premises on a straight-line depreciation over five (5) years. Tenant may terminate this Lease upon a Default by County.
26. **DEFAULTS & REMEDIES:**

- a. Tenant's Defaults. Tenant agrees that any one or more of the following events shall be considered a Default as said term is used herein:
 - i. Tenant shall fail to contest the validity of any lien or claimed lien and give security to County to insure payment thereof, or having commenced to contest the same and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, and such Default continues for sixty (60) days after notice thereof to Tenant; or
 - ii. Tenant's failure to perform any other covenant or condition of this Lease within thirty (30) days after notice and demand, unless the failure is of such a character as to require more than thirty (30) days to cure, in which event Tenant's failure to proceed diligently to cure such failure shall constitute a Default.
- b. County's Remedies. If a Default occurs, County shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive County of any other right or remedy allowed it by law:
 - i. County may terminate this Lease by giving to Tenant notice of County's election to do so, in which event the Term of this Lease shall end, and all right, title and interest of Tenant hereunder shall expire, on the date stated in such notice;
 - ii. County may enforce the provisions of this Lease and may enforce and protect the rights of County hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from Tenant under any of the provisions of this Lease.
- c. County's Defaults. County agrees that the following shall be considered a Default as said term is used herein:
 - i. County's failure to perform any other covenant or condition of this Lease within thirty (30) days after notice and demand, unless the failure is of such a character as to require more than thirty(30) days to cure, in which event County's failure to proceed diligently to cure such failure shall constitute a Default.
- d. Tenant's Remedies. Upon the occurrence of a Default by County, Tenant shall have any remedy available at law or equity.

27. CASUALTY: If the Premises or the Building is damaged or destroyed by fire or other casualty covered by insurance, then this Lease shall continue in full force

and effect and County may proceed to repair or restore the Premises to the condition which County furnished to Tenant upon the commencement of the Term. County shall be under no obligation to restore any Alterations to the Premises made by Tenant unless the same is covered by County's insurance, but nothing herein shall be construed to require County to insure such property. In no event shall County be obligated to expend an amount in excess of the insurance proceeds available to County for such repair or restoration. In the event the Premises are repaired as provided herein, then Tenant shall repair and restore its merchandise, furnishings, furniture, equipment and all alterations, additions and leasehold improvements made by or for Tenant to at least a condition equal to that before its damage. If the Premises or any part of it shall be rendered un-tenantable by any destruction or damage, then a pro rata portion of the Rent based upon the number of square feet of area in the Premises which are un-tenantable shall be abated until the Premises or such part thereof shall have been put in tenantable condition. Despite the foregoing, if any destruction or damage to the Premises or to the Building (whether or not the Premises are affected) is so extensive that County, in its sole discretion, elects not to repair or restore the Premises or Building or the proceeds of insurance are not sufficient or available to fully pay the cost of the repair or restoration, then County may terminate this Lease effective as of the date of the damage by written notice to Tenant, with notice to be given within ninety (90) days after the occurrence of the damage or destruction.

28. **TRANSFER BY LANDLORD:** In the event of a sale or conveyance by County of the Building, the same shall operate to release County from any future liability upon any of the covenants or conditions contained in this lease, and in such event Tenant agrees to look solely to the successor in interest of County in and to this Lease. This Lease shall not be affected by any such sale or conveyance, and Tenant agrees to attorn to the purchaser or grantee, which shall be obligated on this Lease only so long as it is the owner of County's interest in and to this Lease. In the event of the sale or other transfer of County interest in the Building, Tenant shall attorn to the purchaser and recognize the purchaser as Landlord under this Lease.

29. **PROHIBITED PRACTICES:**

- a. Tenant during the period of this Lease shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of Tenant, has a conflict of interest.
- b. Tenant hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

30. **PUBLIC RECORDS:** Both Parties understand that the County is bound by the public records law, and as such, all of the terms of this Lease are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. Tenant hereby agrees

that it shall be obligated to assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this agreement, whereupon the Tenant shall then and in such event be obligated to indemnify, defend and hold the County harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three (3) years after receipt of final payment under this Lease.

- 31. **AUTHORITY:** If Tenant is a corporation, or limited liability company or other entity, each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, limited liability company or other entity, as the case may be, and that this Lease is binding upon said corporation in accordance with its terms without the joinder or approval of any other person.

- 32. **MISCELLANEOUS:** This Lease shall be construed, interpreted and enforced under the laws and jurisdiction of the State of Wisconsin without effect to its conflicts of law provisions. This Lease constitutes the entire understanding between the Parties and is not subject to amendment unless agreed upon in writing by both Parties hereto. The Tenant acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules and regulations and orders. The Parties expressly consent to personal jurisdiction and venue of the state and federal courts located in Milwaukee County, Wisconsin for any lawsuit that arises from or relates to this Lease.

- 33. **ORDER OF PRECEDENCE:** The Parties understand and agree that the RFP and RFP Response are incorporated into and made a part of this Lease by this specific reference. In the event of a conflict or disagreement among the documents, the following order of precedence shall govern:
 - (i) Written amendments to the Lease;
 - (ii) The Lease;
 - (iii) The RFP;
 - (iv) The RFP Response.

- 34. **NOTICES:** All notices with respect to this Lease shall be in writing, and e-mail shall constitute writing for the purposes of the foregoing. Except as otherwise expressly provided in this Lease, a notice shall be deemed duly given and received upon delivery, if delivered by hand or after posting via US Mail to the party addressed as follows:

To Tenant:

To County:

Milwaukee County Department of Parks, Recreation and Culture

Attn: Director

9480 Watertown Plank: Road

Wauwatosa, Wisconsin 53226

Either party may designate a new address for purposes of this Lease by written notice to the other party.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the undersigned authorized parties have caused this Lease to be executed as of the date first written above. The Parties **hereto have set their hands as follows:**

Tenant:

By: _____ Date: _____

Milwaukee County Parks

By: _____ Date: _____
Guy Smith, Director

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

Reviewed by:

Approved as to form:

By: _____ Date: _____
Risk Management

By: _____ Date: _____
Corporation Counsel

Approved as to funds per Wis. Stats. 59.255:

Approved per 59.17(2)(b)4.:

By: _____ Date: _____
Comptroller

By: _____ Date: _____
County Executive

Approved as compliant under Wis. Stats. § 59.42(2)(b)5, Stats.

By: _____ Date: _____
Corporation Counsel

Contract Terms & Conditions Compliance Checklist

#	Title	Comply	Exception	Not Comply
1.	Building and Premises			
2	Term			
3	Renewal			
4	Payments to County			
5	Permitted Use			
6	Maintenance and Repairs			
7	Improvements			
8	Marketing; Logo			
9	Staff; Customer Service			
10	Removal of Equipment and Supplies			
11	Rights Reserved to County			
12	Permits, Licenses and Other Costs			
13	Compliance with Laws – Nondiscrimination			
14	Compliance with Laws – ADA			
15	Indemnification			
16	Environmental Indemnification			
17	Insurance			
18	Site Restoration			
19	Security			
20	Inspection by County			
21	Interest and Penalties			
22	Right to Audit			
23	Assignment and Subletting			
24	Relationship of the Parties			
25	Termination			
26	Defaults & Remedies			
27	Casualty			
28	Transfer by Landlord			
29	Prohibited Practices			
30	Public Records			
31	Authority			
32	Miscellaneous			
33	Order of Precedence			
34	Notices			

ATTACHMENT A-3

BRADFORD LIST OF EQUIPMENT

*Market Value Total \$57,400

2ct *True Horizontal Dipping Cabinet* *\$600, **each**

Model Number: THDC-6

1ct *Hoshizaki Ice Machine Head & Bin* *\$4000

Model Number: KM-1900SWJ

1ct *Hoshizaki Ice Machine Head & Bin* *\$2500

Model Number: KML-631MAH

1ct *True Standard Two Glass Sliding Door* *\$2500

Model Number: GDM-47

2ct *Toast Master Pro-Series Radiant Charbroiler 36"* *\$800, **each**

Model Number: TMRC36

1ct *Toast Master Pro-Series Griddle 36"* *\$600

Model Number: TMGM36

1ct *NSF stainless steel work table 40"* *\$100

1ct *NSF stainless steel work table 48"* *\$150

1ct *Ascend freezer stainless steel front door* *\$700

Model Number: JUC-27F

1ct *True 27" 12Bin Sandwich/Salad Prep Table Refrigerator* *\$1600

Model Number: TSSU-27-12M-C-HC

2ct *True 50" Deep Well Beer Cooler* *\$1200, **each**

Model Number: TD-50-18

6ct *True Back Bar Cooler, Three Glass Door, W/ LED Lighting, 90" W* *\$2300, **each**

Model Number: TBB-4G

3ct *SaniServ Frozen Yogurt/Margarita/Soft Serv Ice Cream Machine* \$1200, **each**

Model Number: DF200

1ct True 48" Sandwich, Salad Prep Table w/ Refrigerated Base *\$1200
Model Number: TSSU-48-12

1ct Crown Verity One Compartment Hand Wash Sink *\$1400
Model Number: CV-PHS

3ct Taylor Frozen Beverage Machine *\$1600, **each**
Model Number: 430-12

1ct True 48" Sandwich/Salad Prep Table w/ Refrigerated Base *\$3400
Model Number: TFP-48-18M-D4

(21ct +/-)Steel Picnic Tables \$600, **each**

VENDOR INFORMATION SHEET

This form must be completed and submitted with the proposal. It is intended to provide the County with information on the vendor's name and address and the specific persons who were responsible for preparation of the vendor's response. Each vendor must also designate a specific contact person who will be responsible for responding to the County if any clarification of the vendor's response should become necessary.

Vendor Name: _____

Vendor Address: _____

Phone Number: _____ FAX: _____

E-mail:

Vendor Response Prepared By: _____

Signature: _____

PROPRIETARY INFORMATION DISCLOSURE FORM

The attached material submitted in response to the Request for Proposal includes proprietary and confidential information, which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats. or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c). Wis. Stats. as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHHOLD THE MATERIALS.

Failure to include this form in the Request for Proposal may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold Milwaukee County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name _____

Authorized Representative _____

Signature _____

Authorized Representative _____

Type or Print Date _____

CONFLICT OF INTEREST STIPULATION

For purposes of determining a possible conflict of interest, all vendors submitting a proposal in response to this RFP must disclose if any Milwaukee County employee, agent or representative or an immediate family member of any Milwaukee County employee, agent or representative is also an owner, officer, employee, agent or representative of the business submitting the proposal.

Please answer below either YES or NO to the question of whether any Milwaukee County employee, agent or representative or immediate family member is also an owner, officer, employee, agent or representative of your business:

YES _____

NO _____

If the answer to the question above is YES, then identify the name of the individual, the individual's position with Milwaukee County, and the individual's relationship to your business:

Name _____

County Position _____

Business Relationship _____

The appropriate corporate representative must sign and date this Conflict of Interest Stipulation below:

Printed Name _____

Authorized Signature _____

Title _____

Date _____

SWORN STATEMENT OF PROPOSER

I, being first duly sworn at _____,

City, State

On oath, depose and say I am the _____

Official Title

Of the Proposer, _____,

Name of Company

Do state the following: that I have fully and carefully examined the terms and conditions of this Request for Proposal, and prepared this submission directly and only from the RFP and including all accessory data. I attest to the facts that:

- I have reviewed the RFP, all related attachments, questions and answers, addenda, and information provided through Milwaukee County, in detail before submitting this proposal.
- I have indicated review, understanding and acceptance of the RFP.
- I certify that all statements within this proposal are made on behalf of the Proposer identified above.
- I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Proposer.
- I further stipulate that the said statements contained within this proposal are true and correct and this sworn statement is hereby made a part of the foregoing RFP response.

Signature

Legal Address

Subscribed and sworn to before me

This _____ **day of** _____, _____

Notary Public, _____ **County**

State of _____

My commission expires _____.

EEOC COMPLIANCE

2019 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS

CONTRACTOR hereby certifies that it is in compliance with the equal opportunity policy and standards of Milwaukee County, and Federal rules and regulations regarding nondiscrimination in employment and service delivery.

Nondiscrimination (Milwaukee County General Ordinance (MCGO) 56.17)

CONTRACTOR certifies that in the performance of work or execution of this contract, it shall not discriminate against any employee or applicant for employment because of race, color, national origin, or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which 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 apprenticeships.

CONTRACTOR will post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the County setting forth the provisions of the non-discriminatory clause.

A violation of these provisions shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the CONTRACTOR for use in completing the contract.

Equal Opportunity (Title 41 of the Code of Federal Regulations, Chapter 60 (41 CFR 60))

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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.

CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provision of his nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Affirmative Action Program (41 CFR 60-1.40)

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program (and will so certify prior to the award of the contract), which shall have as its objective to increase the utilization of women, minorities, and disabled persons and other protected groups, at all levels of employment in all divisions of the CONTRACTOR'S work force, where these groups may have been previously under-utilized and under-represented. CONTRACTOR also agrees that in the event of any dispute as to compliance with the preceding requirements, it shall be its responsibility to show that all requirements are met.

Non-Segregated Facilities (41 CFR 60-1.8)

CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained..

Subcontractors

CONTRACTOR certifies that it has obtained or will obtain certifications regarding non-discrimination, an affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee Count before the award of any subcontracts, and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, CONTRACTOR certifies that it will comply with all reporting requirements and procedures established in 41 CFR 60.

Affirmative Action Plan

CONTRACTOR certifies that, if it has 50 or more employees, that it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with the Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR will also require its subcontractors that have 50 or more employees to establish similar written affirmative action plans.

Employees

CONTRACTOR certifies that it has the following number of employees in the Standard Metropolitan Statistical Area, which includes the counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin: _____. CONTRACTOR certifies that

it has the following total number of employees in its workforce:
_____.

Executed this _____ day of _____, 2019

Firm Name: _____

Address: _____

Representative: _____
(Signature/Title)

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The applicant certifies to the best of its knowledge and belief that its principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding the date of this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and (4) have not within a three-year period preceding the date of this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company: _____

Insurance and Indemnity Form

General Indemnity:

Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, officers and employees, from and against all loss or expenses including cost and attorney’s fees by reason of liability for damages including suits at law or in equity, caused by any act or omission of Contactor, or its agents or guests, which may arise out of or are connected with the activities covered by the agreement.

Insurance:

Every contractor and all parties furnishing services or product to Milwaukee County (Milw. Cty.) or any of its subsidiary companies must provide Milw. Cty. with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. All parties shall, at their sole expense, maintain the following insurance:

(1.) Commercial General Liability Insurance including contractual coverage:
The limits of this insurance for bodily injury and property damage Combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000
Liquor Liability	\$1,000,000

(2.) Business Automobile Liability Insurance:
Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.

(3.) Workers’ Compensation Insurance:
Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.

(4.) Employers Liability Insurance:
Such insurance shall provide limits of not less than \$500,000 policy limit.

(5.) Excess/Umbrella Liability Insurance:
Such insurance shall provide additional limits of not less than \$2,000,000 per occurrence in excess of the limits stated in (1.), (2.), and (4.) above.

Additional Requirements:

(6.) Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.

(7.) The insurance specified in (1.), (2.) and (5.) above shall: (a) name Milw. Cty. including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.

(8.) The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. Milw. Cty. may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.

(9.) Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against Milw. Cty., its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.

(10.) Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide Milw. Cty. with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- or better.

Mail to:

Milwaukee County Risk Management
633 W. Wisconsin Ave. Ste. 750
Milwaukee, WI 53203

The undersigned certifies and represents an understanding of Milwaukee County's Insurance and Indemnification requirements. The undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFP.

Vendor's Name

Title

Signature

Date

ATTACHMENT P

INSURANCE EXHIBIT TO AGREEMENTS

MINIMUM INSURANCE REQUIREMENTS

Insurance. Every contractor and all parties furnishing services or product to **Milwaukee County (Milw. Cty.)** or any of its subsidiary companies must provide Milw. Cty. with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. All parties shall, at their sole expense, maintain the following insurance:

(1.) Commercial General Liability Insurance including contractual coverage:

The limits of this insurance for bodily injury and property damage Combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000
Liquor Liability	\$1,000,000

(2.) Business Automobile Liability Insurance:

Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.

(3.) Workers' Compensation Insurance:

Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.

(4.) Employers Liability Insurance:

Such insurance shall provide limits of not less than \$500,000 policy limit.

(5.) Excess/Umbrella Liability Insurance:

Such insurance shall provide additional limits of not less than \$2,000,000 per occurrence in excess of the limits stated in (1.), (2.), and (4.) above.

Additional Requirements:

- (6.) Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.
- (7.) The insurance specified in (1.), (2.) and (5.) above shall: (a) name Milw. Cty. including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.
- (8.) The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. Milw. Cty. may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.
- (9.) Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against Milw. Cty., its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.
- (10.) Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide Milw. Cty. with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- or better.

Mail to:

Milwaukee County Risk Management
633 W. Wisconsin Ave. Ste. 750
Milwaukee, WI 53203



MILWAUKEE COUNTY
DEPARTMENT OF PARKS

ADDENDUM #1 to
REQUEST FOR PROPOSALS

PARKS CONCESSIONS

RFP #98190003

Addendum Issue Date: February 8, 2019

This Addendum to the Request for Proposals (RFP) is issued to modify, explain or correct the original documents, dated February 1, 2019, and is hereby made part of the RFP.

ATTACHMENT A – BRADFORD DESCRIPTION

The version of Attachment A uploaded on February 1, 2019 has been deleted, as it stated that the Proposer supply paper, soap, and toweling/hand dryers for the restrooms. It has been replaced with the correct version of Attachment A, which states that the County will supply paper, soap, and toweling/hand dryers for the restrooms. **Please refer to the current version of Attachment A.**



MILWAUKEE COUNTY
DEPARTMENT OF PARKS

ADDENDUM #2 to
REQUEST FOR PROPOSALS

PARKS CONCESSIONS

RFP #98190003

Addendum Issue Date: February 14, 2019

This Addendum to the Request for Proposals (RFP) is issued to modify, explain or correct the original documents, dated February 1, 2019, and is hereby made part of the RFP.

QUESTIONS AND ANSWERS

This Addendum shall incorporate into the RFP the eight (8) questions and answers set forth on pages 3-4 of this Addendum.

MILWAUKEE COUNTY DEPARTMENT OF PARKS

**REQUEST FOR PROPOSALS
PARKS CONCESSIONS**

QUESTIONS AND ANSWERS

1. Bradford Beach Attachment A-1, Section 4a: What percentage of gross revenue did the tenant at this location pay in the years 2016, 2017, and 2018?

10%; however, the tenant was also required to do \$100,000 in Parks-approved improvements within the first three years of its lease.

2. Bradford Beach Attachment A-1, Section 4c: What amount of dollars or percentage of sales did the tenant at this location contribute to the Park Improvement Fund in the years 2016, 2017, and 2018?

1%.

3. Northpoint Snack Bar Attachment O-1, Section 4: What percentage of gross revenue did the tenant at this location pay in the years 2016, 2017, and 2018?

5%; however, the tenant was also required to do \$100,000 in Parks-approved improvements within the first three years of its lease.

4. Northpoint Snack Bar Attachment O-1, Section 4a: What amount of dollars or percentage of sales did the tenant at this location contribute to the optional Maintenance Fund in 2016, 2017, and 2018?

1%.

5. McKinley Roundhouse Attachment B-1, Section 3a: What percentage of gross revenue did the tenant pay at this location in the years 2016, 2017, and 2018?

The tenant did not contribute any percentage of gross revenue; it paid a flat fee of \$8,500 per summer.

6. McKinley Roundhouse Attachment B-1, Section 3c: What amount of dollars or percentage of gross sales did the tenant at this location contribute to the Park Improvement Fund in 2016, 2017, and 2018?

The tenant did not contribute to a Park Improvement Fund.

7. What is the square footage of the McKinley roundhouse?

The building in its entirety is 2,827 square feet, but some of that space includes office space for the Marina staff and public restrooms.

8. There is not a form required for insurance uploaded to Bonfire; I believe that would be required for signing, correct?

Yes, thank you for pointing this out. We were mistaken in not uploading this form. It is Attachment N and has been uploaded to the Bonfire site with this Addendum.