



MILWAUKEE COUNTY
DEPARTMENT OF PARKS
REQUEST FOR PROPOSALS
BENDER PARK AQUATIC ENTERTAINMENT
AND/OR JET SKI RENTAL CONCESSION

Issued March 12, 2021

Response Due Date: April 9, 2021 at 5:00 p.m.

RFP #98210015

INFORMATION SUMMARY SHEET

Request For Proposal Title:	Bender Park Aquatic Entertainment and/or Jet Ski Rental Concession
Request For Proposal Number:	98210015
RFP Issuing Office:	Parks Department
RFP Issue Date:	March 12, 2021
Deadline for Receipt of Questions:	March 24, 2021 at 5:00 PM
RFP Proposal Receipt Deadline:	April 9, 2021 at 5:00 PM
Finalist Presentations (If Needed):	April 22, 2021
Service Starting Date (Projected):	May 2021
RFP Upload Submission Location:	http://countymilwaukee.bonfirehub.com/opportunities/40364
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

GENERAL INFORMATION 1.0

INTRODUCTION

The Milwaukee County Parks Department (“Parks”) seeks to retain a vendor (a “Proposer”) to plan, manage, and operate a jet ski concession at Bender Park.

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.

SCOPE OF WORK

The awarded Proposer shall operate a jet ski rental business that provides a safe, high quality and customer-oriented experience with well-maintained equipment, and experienced staff to offer jet ski rentals. The awarded Proposer shall operate the jet skis and supervise/instruct its customers in a manner that keeps patrons safe.

Additional recreational opportunities may be proposed at this location if the vendor is interested in expanding services. Any water-related recreational opportunities other than jet ski rentals must include a safety plan approved in writing by Parks.

The Proposer will also operate a small concession stand out of the Bender pavilion as set forth on Attachment J. The successful Proposer is responsible for keeping the service area clean as outlined in Attachment K. Waste removal and beach cleanup are the responsibility of the successful Proposer.

Vendor must install a pier for the jet skis and a shed for County use. Plans for both the pier and the shed must be approved in writing by the County.

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

PRICING

The successful Proposer shall pay the County \$1000 per month in June, July, and August for operation of the services. It shall provide the County with a detailed monthly sales report accompanying each payment. If, over the course of the successful Proposer’s operating year, the sum of twenty percent (20%) of the Gross Receipts from water sport activities and fifteen percent (15%) of the Gross Receipts from food and beverage sales is greater than \$3000, then Vendor shall remit to County the difference between the percentages of the Gross Receipts and \$3000. “Gross Receipts” shall mean the total of all receipts (cash, checks, and credit cards) derived from the sale of all merchandise associated with the concession, less sales tax. Utilities for the entire year will be the responsibility of the vendor.

AGREEMENT

The successful Proposer will be required to enter into a five (5) year lease agreement (the “Lease Agreement”) which is included as Attachment A to this RFP. The County will have the option to renew for two (2) one (1)-year terms upon expiration of the Lease Agreement. The Lease Agreement attached as Attachment A, 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 I 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 Agreement. The County may not accept any or all Proposer exceptions.

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

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 the concession. 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.

FALSE INFORMATION

If the County determines that the Proposer purposefully or willfully submitted false information in response to this RFP, the Proposer will not be considered for an award and any resulting agreement that may have been executed may be immediately terminated.

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.

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:

Requested Information

Name	Type	# Files	Requirement	Instructions
Attachment B - Vendor Information Sheet	File Type: PDF (.pdf)	1	Required	
Attachment C - Insurance and Indemnity Form	File Type: PDF (.pdf)	1	Required	
Attachment D - Proprietary Information Disclosure Form	File Type: PDF (.pdf)	1	Required	
Attachment D-1 - Redacted Copy of Proposal (REQUIRED to be submitted if confidential or proprietary information is set forth on Attachment D)	File Type: PDF (.pdf)	Multiple	Optional	

Name	Type	# Files	Requirement	Instructions
Attachment E - EEOC Compliance Form	File Type: PDF (.pdf)	1	Required	
Attachment F - Conflict of Interest Form	File Type: PDF (.pdf)	1	Required	
Attachment G - Certification re Debarment Suspension	File Type: PDF (.pdf)	1	Required	
Attachment H - Sworn Statement of Proposer	File Type: PDF (.pdf)	1	Required	
Attachment I - Exceptions	File Type: PDF (.pdf)	1	Required	
Technical Proposal Questionnaire (Q-16MN)	Questionnaire: Excel (.xlsx)	1	Required	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.
Additional Information	File Type: PDF (.pdf)	Multiple	Optional	

Commodity Codes

Commodity Set	Commodity Code	Title	Description
UNSPSC	4914	Watersports equipment	
UNSPSC	70111713	Parks management or maintenance services	

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/40364>.

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

2. Upload your submission at:

<https://countymilwaukee.bonfirehub.com/opportunities/40364>

The Q&A period for this opportunity starts Mar 12, 2021 12:00 PM CDT. The Q&A period for this opportunity ends Mar 24, 2021 5:00 PM CDT. 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 **Apr 09, 2021 5:00 PM CDT**. 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.

The evaluation committee's scoring will be tabulated and proposals ranked based on the total numerical scores.

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, if required.

EVALUATION CRITERIA

The evaluation panel will use the following criteria to evaluate each RFP response. The weights specify the percentage value for criterion.

RFP EVALUATION CRITERIA – MCKINLEY

Proposer Profile and Experience	35%
Approach to the RFP	65%

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.

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.

A. PROPOSER PROFILE AND EXPERIENCE.

1. Describe your operations. Provide a brief profile of your organization and history.
2. Describe how you are uniquely situated to complete the Scope of Services outlined in this RFP.

B. APPROACH TO THE RFP.

1. Describe your proposed concept, including services provided, pricing, hours and days of operation. If you propose any water sports other than jet ski rentals, explain how it will approach a safety plan for such water sports.
2. What are your proposed revenue thresholds and targets for the term? How would you 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 you arrived at this estimate and any assumptions used.
4. Provide a description of how your organization will market to potential users.
5. How do you intend to provide the pier for the jet skis and the shed for County use (as noted in the Scope of Work) at Bender? Do you propose any additional improvements to the site?

ATTACHMENT A

LEASE AGREEMENT
BETWEEN
MILWAUKEE COUNTY PARKS DEPARTMENT
AND
[TENANT]

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

WHEREAS, the Tenant is a [Corporation/Organization], which exists [purpose]; and

WHEREAS, the Tenant wishes to [purpose of lease agreement, factors]; and

((WHEREAS, the Milwaukee County Board of Supervisors, by virtue of adopting Resolution _____ on _____, has authorized the _____ to enter into this agreement with the Tenant for and on behalf of Milwaukee County.))

WHEREAS, Milwaukee County is a municipal body corporate in the State of Wisconsin, and it is the Milwaukee County Department of Parks, Recreation and Culture's (Parks) mission to sustain the legacy of our world-class park system by managing and conserving natural, cultural, and recreational resources for the benefit of the community; and

WHEREAS, recognizing that [purpose of lease agreement] is advantageous to both agencies, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

1. ORDER OF PRECEDENCE: The Lease consists of the following three (3) documents listed below, all of which are incorporated herein by reference, in the following order of precedence that will govern any inconsistencies between the terms of this Lease and the terms of any Exhibits, Schedules, or Attachments thereto:

This Lease;

Milwaukee County Request for Proposal # 98210015 (the "RFP"); and

Tenant's Proposal dated [date] (the "Proposal").

2. BUILDING AND PREMISES: Tenant shall lease [part/all of specified building/land] located at [address] in Milwaukee, Wisconsin and agreed upon adjacent areas ("Leased Premises"). The Leased Premises shall be [specific area(s)], please see Exhibit A. ((Tenant shall be allowed the use of the common areas and public restrooms at the upper and lower level of the building.))
3. TERM: This Agreement shall be for an initial term of five (5) years.
4. RENEWAL: After the Initial Term of the Agreement, the Parties may mutually agree in writing to extend the term of the Lease for two (2) additional consecutive one year periods (each an "Renewal Term"). Such option shall be exercised by written notice to Landlord given at least nine (9) months prior to the expiration of the Initial Term or the applicable Extended Term and

ATTACHMENT A

Landlord agreeing to accept such additional Extended Term, provided however that Tenant continues using the Leased Premises only for the Permitted Use set forth in [Section X] and for no other purposes. The Parties agree that further negotiation regarding the terms and conditions, including rent, may be appropriate at the time each renewal is exercised by Tenant.))

5. RENT: The Monthly Base Rent of one thousand dollars (\$1,000) per month shall be paid in June, July, and August, and any additional payments due under this lease, shall collectively be referred to as "Rent."

Tenant shall pay to Landlord, without demand, offset or delay, when due, Rent monthly in advance on or before the first day of each calendar month throughout the Lease Term. Tenant shall pay to Landlord at the address in [Section X] or another place designated by Landlord, without prior demand or notice, the Rent as defined in [Section X]. The obligation of Tenant to pay Rent is hereby declared to be an independent covenant.

- a. SALES REVENUE: If, over the course of the operating year, the sum of twenty percent (20%) of the Gross Receipts from recreational activities and fifteen percent (15%) of the Gross Receipts from food and beverage sales is greater than \$3000, then Vendor shall remit to County the difference between the percentages of the Gross Receipts and \$3000. "Gross Receipts" shall mean the total of all receipts (cash, checks, and credit cards) derived from the sale of all merchandise associated with the concession, less sales tax.

Checks shall be made payable to the Milwaukee County Treasurer and mailed or delivered to: _____

Tenant agrees to compile and provide County with a monthly 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 the end of the preceding month.

- b. UTILITIES: Tenant shall pay to the County the actual utility costs per month for the Property. 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" may include sewer, water, gas, telephone, electric, steam, natural gas, and chilled water. The Utilities fee shall also include the County's fee for garbage pick-up. 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.

6. 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: _____)).

- a. COUNTY DEBT/INTERNAL REVENUE SERVICE (IRS) COMPLIANCE: Contact the Office of the Comptroller to determine what, if any debt, is outstanding on the leased properties/equipment. Office of the Comptroller will provide language relating to

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permitted use of the premises, will advise as to any remedial action (such as redemption or defeasance of bonds) that is required if there is outstanding debt and may require other modifications to other sections of the lease.

- b. **FOOD AND BEVERAGE SALES:** Tenant is permitted to sell food and beverages. The concession is a fair-weather operation scheduled to be open daily from [time frame], during fair-weather “season” to be agreed to between Tenant and County, weather permitting. Tenant shall not dispense or distribute alcohol, if alcohol is being distributed, after [9:00 p.m.] The times of operation may be modified upon the written approval of the Parks Director or his/her designee.
- c. **SPECIAL EVENTS:** All special events to be held on the Premises require the written permission of the County and Tenant shall obtain and may be required to 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.)
- d. **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) insure 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. Any signage in County Parks must have the Milwaukee County Parks logo prominently displayed.)
- e. **PUBLIC ACCES AND USE OF THE PREMISES:** The Parties recognize that during the Term of this Agreement 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 [Building/Park] remains open.)
- f. **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.)
- g. **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

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the sale of gum and glass bottles and to operate subject to the Milwaukee County Parks System's exclusive non-alcoholic beverage contract.))

- h. **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.))

- i. **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

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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 X]. 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 Agreement for a period of three (3) years.)
- j. PARKING: Tenant and Tenant's employees, customers and invitees shall have the non-exclusive right to use the parking spaces located within the parking area, subject to any exclusive parking rights granted to any other owner or lessee. Landlord reserves the right to regulate parking within the parking area, including the right to preclude Tenant from parking in certain parking spaces or requiring Tenant and its employees to park their cars only in areas specifically designated from time to time by Landlord for that purpose. Automobile license numbers of Tenant's employees' cars shall be furnished to County upon County's request. Tenant shall not permit vehicles to be abandoned or stored in the parking areas.)
- k. COMMON AREAS: Tenant and its employees, customers and invitees shall have the reasonable non-exclusive right to use, in common with Landlord and the other tenants and occupants of the [Building/Park] and their respective employees, customers and invitees and all others to whom Landlord has or may hereafter grant rights to use the same, the public portion of the Common Areas. Landlord shall have the right to close any or all portions of the Common Areas to an extent as may, in Landlord's opinion, be necessary to prevent a dedication thereof or the accrual of any rights to any person or the public therein. Landlord shall at all times have full control, management and direction of the Common Areas. Tenant shall not cause or allow any storage of materials or equipment outside of the Premises on any of the Common Areas. Landlord reserves the right at any time and from time to time to reduce, increase, enclose or otherwise change the size, number, location, layout and nature of the [Building/Park] and its Common Areas; to create additional rentable areas through use and/or enclosure of Common Areas of the [Building/Park]; to close portions of the Common Areas of the [Building/Park] for security reasons, to perform maintenance, repairs, replacement and alterations; to place signs in the Common Areas and on the [Building/Park]; to change the name of the [Building/Park]; and to perform any other

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acts as Landlord in the exercise of its good business judgment shall determine to be necessary or appropriate for the [Building/Park].)

7. MAINTENANCE AND REPAIRS:

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. Tenant shall be responsible for renovating and updating the Premises to ensure the facility is operating in a manner compliant with appropriate codes, laws, and regulations. Tenant shall make all "minor repairs" and/or "major repairs" to all plumbing, HVAC, electrical and lighting (including the replacement of light bulbs), door latches and locks, windows and plate glass/plastic, and signage, where such repairs or replacement are to the existing items in place within the Premises or to those installed by Tenant. County shall have no obligation to make repairs to the Premises.))

8. IMPROVEMENTS:

- a. Prerequisites: This Agreement and the obligations of County and Tenant hereunder are contingent upon Tenant successfully meeting any applicable Milwaukee County Tenant Improvement requirements [(see attached, as Exhibit A)]. Tenant's plans to renovate, improve and alter the Premises hereunder are contingent upon Tenant obtaining an amount of not less than one hundred percent (100%) of the estimated cost of the construction and renovation to the Premises. All costs associated the construction and renovation of the Premises, including disconnection and/or hookup of Utilities in conjunction with such construction or renovation, shall be the responsibility of the Tenant. The County will not incur any costs, pay any expenses or issue any debt associated with the Premises, improvements and renovations to the Premises or equipment used on the Premises during the Term.
- b. 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 State Historical Preservation Office (if applicable), to County 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 County's Parks, Recreation, and Cultural 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.

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- c. 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 [Buildings/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 Agreement. 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 (\$5000)] in cost per year.
- d. 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 Parks 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.
- e. 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.
- f. 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

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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. Attached hereto as Exhibit B is an Equal Opportunity Certificate that shall be executed and delivered by Tenant simultaneously with the execution and delivery of the Agreement.
- 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. **Targeted Business Enterprise Goals:** Tenant shall use reasonable efforts to cause its contractors to establish Targeted Business Enterprise ("TE") participation goals, consistent with Milwaukee County TE goals of [twenty-five percent (25%)] for construction and [ten percent (10%)] for goods and services, purchases and subcontracts, and to use good faith efforts to achieve those goals. The Milwaukee County Community Business Development Partners shall assist Tenant in soliciting

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potential TE vendors for the improvements and monitor such goal attainment. Tenant's contact regarding TE participation is: _____
_____.

13. 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.
14. 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 charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action.
15. 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 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; or (vii) which causes

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notification of release and required actions in accordance with Chapter 292 Wisconsin Statutes.

16. **INSURANCE:** Every Contractor and parties furnishing services or products to Milwaukee County or any of its subsidiaries must provide County with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract.

Modifications to the types of coverage, limits and/or other terms should not be made without the approval of the County's Risk Manager.

Insurance

Contractor shall, at its sole expense, maintain the following insurance:

- A. **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

- B. **Watercraft Liability Insurance:**

Should the performance of this Agreement involve the use of watercraft, Contractor shall provide comprehensive liability insurance covering the ownership, operation and maintenance of all watercraft. Contractor shall maintain limits of at least \$5,000,000 per accident for bodily injury and property damage combined.

- C. **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.

- D. **Employers Liability Insurance:**

Such insurance shall provide limits of not less than \$100,000 per occurrence for bodily injury; \$100,000 per employee for bodily injury by disease, and \$500,000 policy aggregate.

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Additional Requirements:

- E. 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.
 - F. If any of the coverage noted above is provided on a claims made and reported period, coverage shall be maintained for not less than 2 years (24 months) after the end of the Contract by either an extended reporting period (ERP) provision or by maintaining the coverage in force.
 - G. The insurance specified in (A.), (B.), and (D.) above shall: (a) name Milwaukee County 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.
 - H. Milwaukee County should also be granted a waiver of subrogation in its favor on the insurance specified under the insurance policy terms of in (A.), (B.), (C.), and (D.) above.
 - I. The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. County may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.
 - J. 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 County, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.
 - K. 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 County 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 a current A. M. Best rating of A X or better.
17. SITE RESTORATION: Both Tenant and County shall together participate in a pre-season and post-season inspection of the Premises, including the turf. Tenant shall be responsible for any actual documented physical damage to the Premises caused by Tenant, its employees, agents, representatives, and guests, as well as all Premises maintenance, including any necessary site restoration. 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

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performing the restoration work, to the Tenant (including salary and benefits if done with the County's own staff.))

18. 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.))
19. 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.
20. 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 Agreement. 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 Agreement, 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 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 Agreement, including but not limited to termination of this Agreement.
21. COUNTY RIGHTS OF ACCESS AND 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

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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. Any and all County contracts and solicitations for contracts shall include a statement that 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.

22. ASSIGNMENT AND SUBLETTING: Tenant may not assign this Agreement, 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.
23. 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.
24. TERMINATION: County may terminate this Agreement: (a) if Tenant fails to comply with any provision in this Agreement, and such failure continues for forty-five (45) days after a written notice from County setting forth in reasonable detail the nature of such default; (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 Agreement; (c) in the event that Tenant fails to make significant capital improvements to the Premises pursuant to [Section X] during the initial three (3) Operating Years of the Term; or (d) 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 [use described] during the Term. If County terminates the Agreement within the first or second Operating Year of the Term pursuant to Section (d) above, County agrees to buy out one hundred percent (100%) of Tenant's documented capital expenditure investment pursuant to [Section X] in the Premises. In the event that County terminates the Agreement within the third, fourth or fifth Operating Year of the Term pursuant to Section (d) above, County agrees to buy out Tenant's documented capital expenditure investment pursuant to [Section X] in the Premises during the Term on a straight-line depreciation over five (5) years. In addition, if County takes either action contemplated by Section (d) above, County shall make reasonable efforts to relocate Tenant's [operations] to another Milwaukee County [Parks] location reasonably mutually acceptable to Tenant and County. No buy-out by the County shall

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include any investment Tenant has made in equipment. Tenant may terminate this Agreement at its sole and absolute discretion upon one hundred eighty (180) days' prior notice to County, but such termination shall not trigger the buy-out provision above.

25. DEFAULTS & REMEDIES:

- a. Tenant's Defaults. Tenant agrees that any one or more of the following events shall be considered events of 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 Agreement within forty-five (45) days after notice and demand, unless the failure is of such a character as to require more than forty-five (45) days to cure, in which event Tenant's failure to proceed diligently to cure such failure shall constitute an event of 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 Agreement by giving to Tenant notice of County's election to do so, in which event the Term of this Agreement 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 Agreement 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 Agreement.
- c. County's Defaults. County agrees that the following shall be considered an event of default as said term is used herein:
 - i. County's failure to perform any other covenant or condition of this Agreement within forty-five (45) days after notice and demand, unless the failure is of such a character as to require more than forty-five (45) days to cure, in which event

ATTACHMENT A

County's failure to proceed diligently to cure such failure shall constitute an event of default.

- d. Tenant's Remedies. Upon the occurrence of any event of default by County, Tenant shall have any remedy available at law or equity.

26. HOLIDAYS: Milwaukee County offices and buildings are closed on the following dates: [New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; Friday following Thanksgiving; Christmas Eve; and Christmas Day]. Tenant may not have access to the Premises on these dates.

In the event of severe weather, Milwaukee County offices and buildings may be closed on additional dates, and Tenant may not have access to the Premises on such dates.))

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 untenantable 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 untenantable 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.))

ATTACHMENT A

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

- 30. NOTICES: All notices with respect to this Agreement shall be in writing, and e-mail shall constitute writing for the purposes of the foregoing. Except as otherwise expressly provided in this Agreement, 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:

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

- 31. PANDEMIC PREPAREDNESS: Tenant is responsible for compliance with all state, federal, and local orders, including Milwaukee County Administrative Orders, and all regulations and laws regarding the COVID-19 pandemic. Further, Tenant will follow all relevant agency guidance, specifically issued by the CDC, including, but not limited to, social distancing, hygiene, sanitation of work spaces, providing proper personal protective equipment to staff, proper staff screening methods and education of staff.

If determined applicable by the County, Tenant should have a written Pandemic Preparedness Plan that complies with all applicable laws, regulations, orders, and agency guidelines regarding COVID-19 and, at a minimum, meets the requirements in the Milwaukee County COVID-19 Response Preparedness Plan Checklist, attached to this Agreement as Exhibit 1.

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: _____

Insurance and Indemnity

Acknowledgement Form

Contractor must at the time of the contract award provide to the County proof of all Liability clauses listed below:

Indemnity:

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, officers and employee, 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 wrongful, intentional, or negligent act or omission of Contactor, or its (their) agent(s) which may arise out of or are connected with the activities covered by this 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

- (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.) Investment Advisors Professional Liability Insurance:

Such insurance shall provide limits of not less than \$5,000,000 policy limit.

(6.) Financial Institution Bond (Crime Coverage):

Such insurance shall provide limits of not less than \$5,000,000 policy limit.

(7.) Excess/Umbrella Liability Insurance:

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

Additional Requirements:

(8.) 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.

(9.) The insurance specified in (1.), (2.), (4.) 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.

(10.) 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.

(11.) 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.

(12.) 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 document in order to evaluate and compare the response to the RFP.

Contractor's Name

Title

Signature

Date

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 _____

EEOC COMPLIANCE

2021 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 _____, 2021

Firm Name: _____

Address: _____

Representative: _____

(Signature/Title)

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 _____

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: _____

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

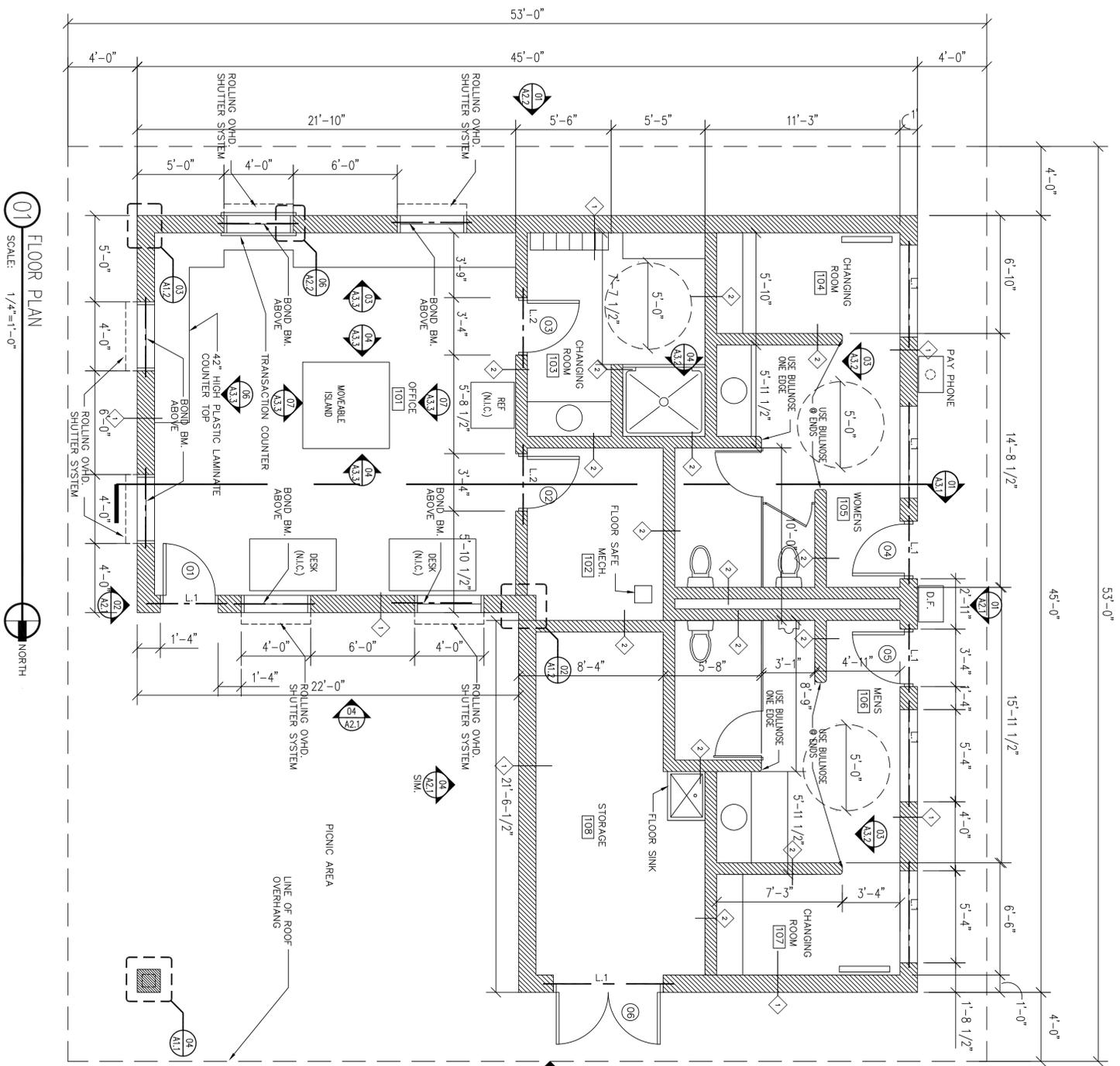
Subscribed and sworn to before me

This _____ **day of** _____, _____

Notary Public, _____ **County**

State of _____

My commission expires _____.



01 FLOOR PLAN
SCALE: 1/4"=1'-0"
NORTH

Finish Schedule

Room Name	Floor	Base	Walls				Ceiling		Height
			North	South	West	East	Mat'l	Finish	
101 OFFICE	CONC.	WNTL	P-1	P-1	P-1	P-1	CLG-1	---	9'-6"
102 MECH.	CONC.	---	P-1	P-1	P-1	P-1	GRP	P-1	9'-6"
103 SHOWER	CONC.	---	P-1	P-1	P-1	P-1	BEAD BO.	P-1	9'-6"
104 CHANGING	CONC.	---	P-1	P-1	P-1	P-1	BEAD BO.	P-1	9'-6"
105 WOMENS	CONC.	---	P-1	P-1	P-1	P-1	BEAD BO.	P-1	9'-6"
106 MENS	CONC.	---	P-1	P-1	P-1	P-1	BEAD BO.	P-1	9'-6"
107 CHANGING	CONC.	---	P-1	P-1	P-1	P-1	BEAD BO.	P-1	9'-6"
108 STORAGE	CONC.	---	P-1	P-1	P-1	P-1	GRP.	P-1	9'-6"

NOTE: GYPSBOARD CEILING SHOULD BE WATER RESISTANT.

Finishes

- P-1 (PAINT) SHERWIN WILLIAMS LATEX SEMI GLOSS. COLOR AS SELECTED
- CLG-1 (CEILING TILE) ARMSTRONG VINYL FACED, LAV-IN CEILING TILE, IN 15/16" GRID

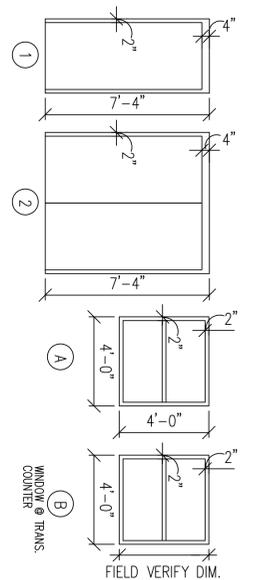
Door Schedule

Door No.	Size	Type	Finish	Frame	Finish	Hardware Set
01	3070	HM	P-1	HM	P-1	A
02	3070	HM	P-1	HM	P-1	A
03*	3070	HM	P-1	HM	P-1	B
04	3070	HM	P-1	HM	P-1	C
05	3070	HM	P-1	HM	P-1	C
06	3070PR	HM	P-1	HM	P-1	D

* DOOR TO BE UNDER CUT FOR VENTILATION

Lintel Types

- L1 TYPICAL LINTEL @ EL. -1'08"-0", W 8 X 10 W/ CONTIN. 3/8" X 1" PLATE. BEAR 8" EA. END ON SOLID MASONRY 8" HIGH. SEE SHEET A22 FOR DETAILS.
- L2 8" X 8" PRECAST CONCRETE LINTEL W/ (2) #4 BARS TOP AND BOTTOM. BEAR 8" EA. END ON SOLID MASONRY.



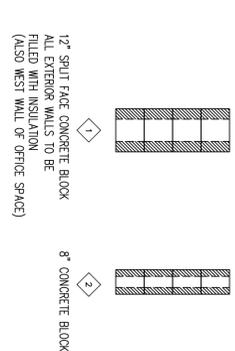
Door & Window Elevations

NOTE: PROVIDE SCREENS FOR ALL WINDOWS EXCEPT THE TRANSACTION WINDOW. WINDOWS ARE PREHUNG ALUMINUM OPERABLE DOUBLE HUNG W/ LOW E TINTED LAMINATED GLAZING

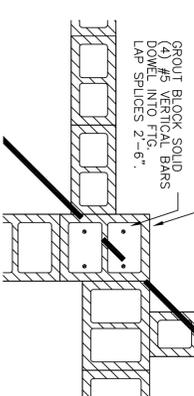
Hardware Sets

- NOTE: FINISH ON ALL HARDWARE TO BE BRUSHED CHROME.
- SET A: HINGES: 1-1/2" PAR HINGE #BB1279; SPRING: 1-1/2" PAR HINGE #BB1279; SLOPE: QJM/JONSON #59W; LOCKSET: SCHLAGE #1 SERIES 1964 MODEL 15N; CLOSER: LCN 4010 SERIES; WEATHERSTRIPPING W/SNEEP- RESEP DS-78; WEENER;
 - SET B: HINGES: 1-1/2" PAR HINGE #BB1279; LOCKSET: SCHLAGE #1 SERIES 1950 MODEL 15N;
 - SET C: HINGES: 1-1/2" PAR HINGE #BB1279; SLOPE: QJM/JONSON #59W; LOCKSET: SCHLAGE #1 SERIES 1964 MODEL 15N; CLOSER: LCN 4010 SERIES; WEATHERSTRIPPING W/SNEEP- RESEP DS-78; PUSH/PULL;
 - SET D: HINGES: 3 PAR HINGE #BB 1279; LOCKSET: SCHLAGE #1 SERIES 1960 MODEL 15N; CLOSER: LCN 4010 SERIES; FLUSHBOLT: AT TOP & BOTTOM OF INACTIVE LEAF; WEATHERSTRIPPING W/SNEEP- RESEP DS-78; LOCKGUARD

Wall Types



DETAIL



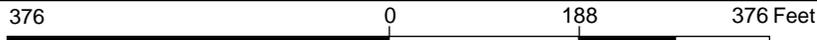
02 DETAIL
SCALE: 3/4"=1'-0"

03 TYP. DETAIL @ TRUSS BEARING
SCALE: 3/4"=1'-0"

SHEET NO. 28 OF 52	PROJECT TITLE BENDER PARK SITE DEVELOPMENT - PHASE 2 SHORELINE PARK IMPROVEMENTS - CONTRACT NOS. 2 & 3 OAK CREEK, WISCONSIN	REVISIONS: 50% REVIEW SET 7/15/98 90% REVIEW SET 9/11/98 100% REVIEW SET 11/9/98 FINAL SET 12/10/98 RECORD DRAWINGS 8/31/00	DRAWN BY: CHECKED BY:	MILWAUKEE COUNTY DEPARTMENT OF PUBLIC WORKS ARCHITECTURE AND ENGINEERING DIVISION COURTHOUSE ANNEX 907 NORTH 10TH STREET MILWAUKEE, WISCONSIN	
FILE NO. A1.2	PROJECT NO. P434-97637	SHEET DESCRIPTION: FLOOR PLAN	SCALE: SEE DETAIL DATE: 12/10/98		



MILWAUKEE COUNTY INTERACTIVE MAPPING SERVICE



NAD_1983_2011_StatePlane_Wisconsin_South_FIPS_4803_Ft_ 1: 2,257
 ©M/CAMLIS



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.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

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COVID-19 RESPONSE PREPAREDNESS PLAN CHECKLIST

By implementing a COVID-19 Response Preparedness Plan, an “essential” vendor, company or contractor pledges to dedicating resources immediately to identify and mitigate situations in the workplace or jobsite which may introduce, expose or spread COVID-19.

Each contractor’s written plan, unique to the operations under its control, will document the identification and mitigation measures taken, which may include engineering controls, administrative controls, safe work practices, and minimum Personal Protective Equipment (PPE) requirements, and will update that plan on a regular basis for the duration of the COVID-19 Situation.

Each Contractor’s Preparedness Plan must meet the following Minimum Requirements:

- 1) Provide the name and contact number of a designated Preparedness Plan Monitor for each County contract.
- 2) A plan to complete a Daily Employee Screening Form, or otherwise complete proper screening verifying daily that every employee has not:
 - a) Traveled to a Level 2 or 3 Country in the past 14 days, or visited an area that requires self-quarantine because of COVID-19 infection,
 - b) Had close contact (within 6 feet) with anyone known or suspected to have COVID-19,
 - c) Exhibited any symptoms (chest or back pain, cough, difficulty breathing) of COVID-19 or had a fever greater than 100.4 in the past 14 days.
- 3) A plan for Social Distancing. Complete a workflow audit that removes instances of employees being within 6 feet of each other. This should include the following, where applicable to the contract:
 - a) Reduction of on-site work hours to minimum needed to sustain operations.
 - b) Staggered shifts and work hours to minimize on-site human presence at a given time.
 - c) Staggered use of all shared spaces, including bathrooms, breakrooms and lunchrooms.
 - d) Staggered facility entry and exit procedures.
 - e) Ban in-person meetings (internal or external) and employee gathering (formal or informal) of any size. Employee communication handled virtually wherever possible.
 - f) Mandatory work at home for all employees except the absolute minimum required for baseline production and logistics functions.
 - g) Prohibit visitors and limit deliveries to the facility or jobsite, except those that support production activities or emergency building maintenance.
- 4) Educate employees on key CDC recommendations. Plan must include:
 - a) How employees can protect themselves.

- (i) Frequent hand washing (at least 20 seconds with soap and water or use of sanitizer greater than 60% alcohol content),
 - (ii) Avoid touching face,
 - (iii) Coughing or sneezing into a tissue and discarding it immediately in garbage,
 - (iv) Avoid shaking hands,
 - (v) Do not use other employee's phones, tools, PPE, etc.
 - b) What employees should do if they feel sick.
 - (i) Stay home
 - (ii) Require notification to employee's supervisor
- 5) A plan that provides appropriate PPE and Sanitation Products, as applicable to contract and as recommended by OSHA or CDC. For example, soap, sanitizer with over 60% alcohol, EPA approved disinfectant for COVID-19, gloves, gowns, eye protection, masks or respirators.
- 6) A plan for Sanitation Procedures, if applicable to contract. These processes must be implemented throughout facility or jobsite:
- a) Blue tape marking of surfaces that receive frequent human contact in the jobsite; disinfection of these surfaces multiple times daily.
 - b) Disinfect all tools, equipment, and vehicles frequently.
 - c) Designate one bathroom, allowing only one person to enter at a time. Disinfect hard surfaces in the bathroom that are frequently touched throughout the day. Disinfect multiple times a day, but must be sanitized at the end of the day. Empty garbage in the designated bathroom at the end of the day.
 - d) Avoid cleaning techniques that may result in generation of bio-aerosols, such as pressurized air or water sprays.
- 7) A plan for when an employee reports symptoms associated with COVID-19, including:
- a) Requiring employees to immediately report any symptoms of COVID-19,
 - b) Quarantine employees exhibiting symptoms on site,
 - c) Notifying proper County contact person.

COVID – 19 Virus Daily Screening Form

Today's Date: _____

Employee Name: _____

Employee Address: _____

Project Name: _____

Contractor: _____

Employers should ask the following questions to all employees, visitors and vendors prior to allowing access to the workplace and/or jobsite. THE QUESTIONS SHOULD BE ASKED IN PRIVATE & ANSWERS KEPT CONFIDENTIAL.

1. Have you traveled to a county or area that has a travel warning of level 2 or 3 as listed by the CDC in the past 14 days? [CDC Travel Warnings](#)

Yes ____ No ____

If so, where have you traveled? _____

What was your date of return? _____

2. Have you, or anyone in your family, come into close contact (within 6 feet) with someone who has a suspected or confirmed COVID – 19 diagnosis in the past 14 days either at home or on a jobsite, etc.?

Yes ____ No ____

3. Have you had a fever (greater than 100.4 F or 38.0 C) OR symptoms of lower respiratory illness such as cough, shortness of breath, or difficulty breathing in the past 14 days?

Yes ____ No ____

4. Are you currently experiencing a fever (greater than 100.4 F or 38.0 C) OR symptoms of lower respiratory illness such as cough, shortness of breath, or difficulty breathing?

Yes ____ No ____

****NOTE: If an employee, visitor or vendor answers 'Yes' to any of the above questions, ask them to leave the workplace or jobsite immediately and seek medical evaluation.***

Sign In:

Employee's Signature: _____

Date: _____

Sign Out:

Has your health status changes during your work shift?

Yes ____ No ____

Employee's Signature: _____

Date: _____