

BRADFORD EXCEPTIONS

If the Proposer takes exception or requires clarification on any points of the RFP before signing an agreement with the County, please list the items on a blank page attached to this Attachment; provided, however, if the items pertain to Attachment A-1, please list the items on page 3 of this Attachment. All exceptions are subject to the discretion and approval of the County. Should the Proposer and the County be unable to resolve any exceptions to the mutual satisfaction of both parties, the County reserves the right to reject the Proposer's proposal from further consideration.

If no exceptions are listed, the undersigned agrees to all terms and conditions contained in the RFP, including all appendices. If exceptions are listed, the undersigned agrees to all terms and conditions contained in the RFP, with these noted exceptions.

Exceptions attached? Yes

 X No

Company Name: CCH Management LLC as nominee for an LLC to be formed

Signature: 

Print Name: Luke Cholodecki Date: 3/4/19

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: CCH Management, LLC as nominee for an LLC to be formed

Vendor Address: 782 Busse Highway
Park Ridge, IL 60068

Phone Number: 847-902-3717 FAX: 773-345-8818

E-mail: nick@the-clock.net
luke@the-clock.net

Vendor Response Prepared By: Nicholas J. Hynes
~~Luke@the-clock.net~~

Signature: 

Luke R. Cholodecki

782 BUSSE HWY, PARK RIDGE, IL 60068

TELEPHONE: (773) 983-2113

FACSIMILE: (773) 345-8818

luke@the-dock.net

PROFESSIONAL EXPERIENCE

Owner and Manager

May 2010 – Present

Bialynia Partners, LLC (Chicago, IL)

- The Dock at Montrose Beach
- Seasonal entrepreneur for outdoor restaurant and beverage enterprise

Owner and Manager

May 2012 – Present

Bialynia Partners II, LLC (Chicago, IL)

- Caffe Oliva at Ohio Street Beach
- Seasonal entrepreneur for outdoor restaurant and beverage enterprise

Owner and Manager

May 2015 – Present

CCH Management, LLC (Wilmette, IL)

- Napolita Pizzeria and Wine Bar (Wilmette, IL)
 - Associazione Verace Pizza Napoletana (#733) accredited Neapolitan Pizzeria in Wilmette Illinois. One of only 4 in the state of Illinois.
- Pescadero Seafood and Oyster Bar (Wilmette, IL)
 - Premier seafood restaurant on the North Shore in Illinois. Awaiting final to open April, 2019.
- Double Clutch Brewery (Evanston, IL)
 - Craft Brewery, Brew Pub, Vintage Car Museum and Special Event Venue on the North Shore in Illinois. Scheduled to open January, 2020.

General Partner

Lakefront Hospitality Group, LLC

May 2017 – Present

- Theater on the Lake & The Lakefront Restaurant
 - The premier year round restaurant and special event venue on Lake Michigan.

Managing Member

Key Tower, LLC (Chicago, IL)

March 2014 – Present

- Managing Member and Chief Executive Officer for telecommunication projects throughout the United States.

EDUCATION

Indiana University School of Law

Bloomington, Indiana

- Juris Doctor, May 2002

Valparaiso University

Valparaiso, Indiana

- BS - Political Science, May 1999

PROFESSIONAL ASSOCIATIONS

- National Restaurant Association
- Illinois Restaurant Association
- National Association of Tower Erectors

NICHOLAS JAMES HYNES

782 BUSSE HWY, PARK RIDGE, IL 60068

TELEPHONE: (847) 922-3717

FACSIMILE: (773) 345-8818

nick@the-dock.net

PROFESSIONAL EXPERIENCE

Owner and Manager

May 2010 – Present

Bialynia Partners, LLC (Chicago, IL)

- The Dock at Montrose Beach
- Seasonal entrepreneur for outdoor restaurant and beverage enterprise

Owner and Manager

May 2012 – Present

Bialynia Partners II, LLC (Chicago, IL)

- Caffe Oliva at Ohio Street Beach
- Seasonal entrepreneur for outdoor restaurant and beverage enterprise

Owner and Manager

May 2015 – Present

CCH Management, LLC (Wilmette, IL)

- Napolita Pizzeria and Wine Bar (Wilmette, IL)
 - Associazione Verace Pizza Napoletana (#733) accredited Neapolitan Pizzeria in Wilmette Illinois. One of only 4 in the state of Illinois.
- Pescadero Seafood and Oyster Bar (Wilmette, IL)
 - Premier seafood restaurant on the North Shore in Illinois. Awaiting final to open April, 2019.
- Double Clutch Brewery (Evanston, IL)
 - Craft Brewery, Brew Pub, Vintage Car Museum and Special Event Venue on the North Shore in Illinois. Scheduled to open January, 2020.

General Partner

Lakefront Hospitality Group, LLC

May 2017 – Present

- Theater on the Lake & The Lakefront Restaurant
 - The premier year round restaurant and special event venue on Lake Michigan.

Managing Member

Key Tower, LLC (Chicago, IL)

March 2014 – Present

- Managing Member and Chief Legal Officer for telecommunication projects throughout the United States.

Principal Attorney

Hynes Law Group, P.C. (Chicago, IL)

May 2010 – Present

- Relevant responsibilities include executing the closing of real estate transactions (commercial and residential); condominium association law; preparation of condominium declarations and bylaws (including reciprocal easement agreements and vertical subdivisions); preparation of easement agreements, contracts and leases (commercial and residential); landlord-tenant litigation; eviction proceedings; mechanic lien preparation and proceedings; foreclosure defense; representing clients in code enforcement proceedings; client conferencing; and client relations.

EDUCATION

The John Marshall Law School

Chicago, Illinois

- Juris Doctor with a focus in real estate law, May 2005

Marquette University

Milwaukee, Wisconsin

- BS - Finance and Marketing, May 2002

PROFESSIONAL ASSOCIATIONS

- National Restaurant Association
- Irish Fellowship Club of Chicago (Director)
- Illinois State Bar Association
- Chicago Bar Association
- Illinois Restaurant Association
- Justinian Society
- American Bar Association
- National Association of Tower Erectors

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 OCH Management, LLC as nominee for an LLC to be formed

Authorized Representative Nicholas J. Hynes
Signature [Signature]

Authorized Representative
Type or Print Date 3/3/19

Date 3/3/19

SWORN STATEMENT OF PROPOSER

I, being first duly sworn at

Chicago, IL
 City, State

On oath, depose and say I am the

managing member
 Official Title

Of the Proposer,

CCH Management, LLC
 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.

(Nicholas J. Hynes)
 Signature

782 Busse Highway, Park Ridge, IL 60068
 Legal Address

Subscribed and sworn to before me, Jean Sheridan,

Jean Sheridan

This 3 day of March, 2019Notary Public, Cook CountyState of IllinoisMy commission expires 8/26/19

EEOC COMPLIANCE

2019 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS

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

Nondiscrimination (Milwaukee County General Ordinance (MCGO) 56.17)

CONTRACTOR certifies that in the performance of work or execution of this contract, it shall not discriminate against any employee or applicant for employment because of race, color, national origin, or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships.

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

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

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

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

CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

Affirmative Action Program (41 CFR 60-1.40)

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

Non-Segregated Facilities (41 CFR 60-1.8)

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

Subcontractors

CONTRACTOR certifies that it has obtained or will obtain certifications regarding non-discrimination, an affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County 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

Currently
none

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

~~315/51~~ 0
L. Carstensen

Executed this 3rd day of March, 2019

Firm Name: CCH Management, LLC

Address: 782 Busse Highway, Park Ridge, IL 60068

Representative: [Signature]
(Signature/Title) managing member

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: _____

3/3/19

Printed Name: _____

Nicholas J. Hynes

Title: _____

managing member

Company: _____

CCH Management, LLC as nominee for a LLC to be formed

Insurance and Indemnity Form

General Indemnity:

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

Insurance:

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

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

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

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

(2.) Business Automobile Liability Insurance:

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

(3.) Workers' Compensation Insurance:

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

(4.) Employers Liability Insurance:

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

(5.) Excess/Umbrella Liability Insurance:

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

Additional Requirements:

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

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

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

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

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

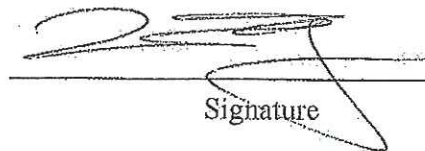
Mail to:

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

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

CCH Management, LLC consultant for an LLC to be formed
Vendor's Name

Nicholas J. Hyman, managing member
Title


Signature

3/3/19
Date

