

Official Notice No. 7387

**INVITATION TO SUBMIT QUALIFICATIONS TO PROVIDE
CATERING SERVICES FOR THE
MILWAUKEE COUNTY ZOO**

Qualifications from Catering Companies interested in providing Catering Services for the Milwaukee County Zoo will be received until noon, on Friday, March 12, 2021 at the:

Milwaukee County Clerk
Room 105, Courthouse
901 N. 9th Street
Milwaukee, WI 53233
414.278.4067

Instructions for preparing qualification forms are contained within the attached Request for Qualifications.

Contact Information:

Milwaukee County Zoo
Renee Klatt, Group Sales Coordinator
10001 W. Bluemound Road
Milwaukee, WI 53226
414/256-5432
renee.klatt@milwaukeecountywi.gov

Invitation to Submit Qualification for “Approved Caterer List”
Milwaukee County Zoo

1. INTRODUCTION

Milwaukee County Zoo (Client or County) is issuing a Request for Qualifications from experienced Caterers (Vendor) to provide catering services for the Zoo’s Group Sales Department Facility Rentals for scheduled corporate, non-profit and private events for the Calendar year of 2022 “Approved Caterer List”.

2. BACKGROUND

The Milwaukee County Zoo is Wisconsin’s number one single tourist attraction drawing over 1.3 million visitors each year. The Zoo is a family attraction that entertains and educates its visitors. It is the Zoo’s desire to maintain its position as a premiere location to host over 500 events on a yearly basis. The Milwaukee County Zoo offers picnic spaces, meeting rooms and facilities for weddings, corporate and non-profit events and social galas.

The purpose for this RFQ is to obtain qualifications from the area’s premier catering companies wishing to provide their services to the Zoo’s clients during the 2022 calendar year.

We require our clients to use catering services from our Approved List, which will give the selected caterers a better opportunity to book more business here at the Milwaukee County Zoo. We hope to continue with our current list of caterers as well as start new relationships with other experienced caterers in the area. The catering list will be updated annually and will require re-submission of qualifications annually. All caterers at the Zoo will not remain on the approved list if they do not meet the qualifications requested and stay in good standing throughout the contract.

3. GENERAL SCOPE OF WORK

Under the direction of the Zoo Group Sales Staff, the Vendor will be on the “Approved List” and be expected to provide Premier Catering Services to Zoo Group Sales contracted clients for scheduled events.

A. General Requirements

The service contract must conform to the “Scope of Services” as outlined below.

1. The “Approved List” will be for the Calendar year of 2022.
2. The Vendor will be required to pay the Zoo a 15% commission on the total gross sales provided to its clients, including all food services. Therefore, Approved Catering Services must provide evidence of a fully executed agreement between the Approved Caterer and its client evidencing the prices quoted in detail. Contract for commission is with Zoo and Approved Caterer, Approved Caterer is responsible to pay Zoo. After an invoice has been provided to a client, a copy must also be provided to the County.
3. The provided commission statement must be returned to the Zoo prior to the event for invoicing. Payment is required upon receiving invoice for 15% commission.
4. The vendor is responsible to pay the Approved Caterer fee of \$200 upon receipt of billing.
5. Beverage and bartending services are exclusive to SSA Group/Taste. All beverages must be purchased from the Milwaukee County Zoo’s Concessionaire Service Systems Associates. The vendor/client will coordinate beverage service and ice needs (fees will apply) with SSA Group/Taste. Soda and water can be served by the catering staff.
6. The vendor must abide by all City of Milwaukee regulations and licensing regarding food service including Chapter HSS 196, Food Sanitation Guidelines for Construction and Operation of Food Display Facilities and any other applicable regulations to do with the business of catering.
7. The vendor must submit a specific pandemic plan for the current year, following all City of Milwaukee Health Department and Milwaukee County’s mandates.
8. The vendor needs to confirm arrival times, set ups and delivery arrangements with Sales Department at least 7 days prior to catered event.
9. The vendor must be self-contained and supply all the necessary equipment that is needed to provide service in a professional manner.
10. All linens, table settings, dishware, glasses, towels, paper products, cleaning materials, extension cords, etc. must be provided by the caterer. The Zoo does not stock or carry these items. Condiments ketchup/mustard/relish must be supplied in bottled form only, no packets will be allowed on zoo grounds.
11. The vendor must provide or rent from the Zoo’s contracted vendor all banquet tables in picnic areas, and tables and chairs for events held on Zoo Grounds in all animal buildings and including the Gathering Place.

12. Vendor trucks are to be escorted to designated areas or service drives for loading and unloading. Only trucks/vans will park inside the Zoo Grounds, no catering staff parking is permitted on the Zoo Grounds. Entry through the Zoos exit drive is prohibited.
13. Vendor deliveries must be coordinated with the Zoo's Sales Department. This is to insure no disruption to daily operations to the zoo and visitors. Times will be designated by the Sales Department based on operating hours and season of events. The Sales department will coordinate arrivals for before or after entry hours with the security department.
14. The vendor must provide enough staff to insure the constant cleanup of rental areas, banquet and dinner tables during the event. Staff is to be appropriately dressed and identifiable and conduct themselves in a courteous respectful manner in regard to our animal collection as well as with customers, guests and zoo staff.
15. The vendor is responsible to clear sinks of food leftovers. Absolutely no garbage or grease is allowed in the sinks or toilets. Promptly clean up any spills/messes during event. Vendor is responsible for clean up during set up or tear down of event. Clean any kitchen areas used, including sweeping and mopping floors, cleaning any carts or tables used. Clean up and properly dispose of any items provided or agreed to assist the Customer with (i.e. table decorations, flowers, etc.)
16. The vendor must remove all equipment at the conclusion of the event. Prior authorization from the Sales Department is needed for rentals to remain on site. The Zoo retains no responsibility or liability for items brought on the property. The vendor is held responsible for all rental equipment. Zoo personnel are not responsible for any deliveries prior to an event. The vendor is to receive and sign for all deliveries. The Zoo is not responsible for inventory, damage or lost items for subcontracted services.
17. Unless approved through Zoo Sales Office items may not be left overnight, or be picked up later, as the Zoo does not have storage space for such items and caterer should not suggest such an arrangement to their clients unless preapproved.
18. The Vendor is responsible to bag all landfill trash. Trash must be bagged before placing in the dumpster. Trash disposed of must be in a responsible manner with a weight limit of no more than 15-20lbs per bag. Never throw un-bagged food waste in the dumpster or on the grounds. A fee will be assessed for improper garbage and/or food waste disposal violations.
19. The Vendor is to follow Zoo Recycling guidelines by breaking down all cardboard, bagging and separating from trash all cans, glass, plastic or aluminum.
20. The Vendor must abide by the Zoo's No Smoking Policy: Smoking is not permitted anywhere on the grounds.
21. The Vendor is required to check out with Zoo staff at the conclusion of the event. Zoo staff must confirm that all policy and procedures have been followed and that the facility; Building and Picnic Areas have been left in a satisfactory condition.
22. The vendor will abide by the Milwaukee County Minimum Wage Ordinance as may be applicable.

23. The vendor will be responsible to provide marketing materials and contact business cards for Zoo Group Sales staff to past to potential clients.
24. The vendor will be assessed damage fees depending on the severity of the damage to Zoo grounds, kitchen areas and/or equipment.

4. **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

Milwaukee County has established overall participation goals on the purchase of goods and services, and construction services utilized in County procurements with Disadvantaged Business Enterprise (DBE) certified firms, in accordance with Chapter 42 of the Milwaukee County Code of General Ordinances.

While this opportunity does not have a specific participation goal, all respondents to this solicitation are hereby directed to use active and aggressive efforts to assist Milwaukee County in meeting or exceeding its overall annual **goal of 17% participation of DBE firms on County service procurements and contracts**, not related to construction. 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) 278-4851, or cbdpcompliance@milwcnty.com.

The directory of DBE firms currently certified in the State of Wisconsin can be found at: <https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>

5. **TERMS OF AGREEMENT**

The Vendor will be retained for Twelve (12) months, beginning on January 1, 2022 to December 31, 2022.

6. **COUNTY RESERVATION**

The County reserves the right to review the qualifications provided to determine that the catering service meets the criteria to perform appropriate services. Any waiver for informalities in the qualification forms, is at the sole judgement of the County, and also reserves the right to not make an award.

At any time, from time to time, whenever the County deems appropriate, the County may, upon reasonable written notice, make a reasonable alteration, change, modification, addition, and/or deletion to any term, condition, criteria, requirement, time frame, and/or other specification of the Request for Qualifications and/or aspect related thereto.

7. **NONDISCRIMINATION AND EQUAL OPPORTUNITY PROVISIONS REQUIRED BY GENERAL ORDINANCES OF MILWAUKEE COUNTY**

In the performance of work under this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include, but is not 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 for employees and applicants for employment, notices to be provided by the County, setting forth the provisions of the nondiscriminatory clause.

Consultant agrees to strive to implement the principles of equal employment opportunities through an effective Affirmative Action Program. The program 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 the Consultant's work force, where these groups may have been previously underutilized and underrepresented. Consultant also agrees that in the event of any dispute as to compliance with the stated requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the nondiscrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Consultant shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Consultant, further violations of this section are committed during the term of the Agreement, County may terminate the Agreement without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Agreement, but in either event, Contractor shall be ineligible to bid on any future Agreements let by County.

8. COUNTY'S RIGHT TO AUDIT

Consultant shall permit the authorized representative of County, after reasonable notice, to inspect and audit all data and records of Consultant related to carrying out this contract for a period of up to three years after completion of the Contract.

9. INSURANCE

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. Contractor may effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, Employers Liability and General Contractual, Profession and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.

The Contractor shall provide evidence of the following coverages and minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Worker's Compensation	Statutory
Employer's Liability	\$100,000/\$500,000/\$100,000
Liquor Liability	\$1,000,000
Commercial/Comprehensive General Liability	
General Aggregate	\$2,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Personal Injury	\$1,000,000 per occurrence
Contractual Liability	\$1,000,000 per occurrence
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 per accident
All Autos-owned and non-owned and/or hired	
Uninsured Motorist	per WI requirements

Milwaukee County will be named as an additional insured for General Liability and Automobile Liability. A waiver of subrogation for Workers Compensation by endorsement in favor of Milwaukee County shall be provided. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this Contract.

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Contract.

The insurance requirements contained within this Contract are subject to periodic review and adjustment by the County Risk Manager.

10. QUALIFICATION SPECIFICATIONS

Terms:

1. Vendors will be selected based on the quality of service for catering services, qualifications and capabilities to provide the specified service and other factors which Milwaukee County Zoo may consider. The Zoo does not intend to award exclusive contracts. Catering Services will be accepted for the Approved Caterers List if they meet the minimum qualifications necessary, and if they enter into the annual agreement with the Zoo.
2. Failure of successful vendors to accept the obligation of the contract will result in the cancellation of any award. See Appendix B "Standard Provision for Contracts", for Zoo contract requirements.
3. Approved Catering Services will be required to pay the Zoo a 15% commission on the total gross sales provided to its clients for all food service. Therefore, Approved Catering Services must provide evidence of a fully executed agreement between the Approved Caterer and its client evidencing the prices quoted in detail. After an invoice has been provided to a client, a copy must also be provided to the County.
4. Vendor must pay a \$200 fee when invoiced to be listed as an approved Caterer for the Milwaukee County Zoo's Group Sales Department.
5. Qualification forms should be typewritten and prepared simply and economically providing a straight-forward, concise description of the Caterer's ability to meet the requirements of the RFQ.

11. REQUIREMENTS FOR QUALIFICATION FORM PREPERATION

1. Caterer's name, address and name of primary contact person.
2. A copy of the license to operate a food establishment
3. A Certificate of insurance, evidencing commercial general liability as outlined under insurance. Milwaukee County Zoo listed as additional insured. See Attached Example
4. Pandemic Preparedness Plan
5. List of 4 Venue and Client References
6. Proposal signature page
7. Completion of Caterer Questionnaire (Appendix A)
8. Completion of Draft for Catering Contracts (Appendix B)

12. CATERING SERVICES SELECTION CRITERIA

The vendor qualification form will be evaluated by a committee with knowledge of the Zoo's requirements and familiarity with the Zoo. The evaluation may include an interview if further information is needed to discuss the requirements in greater detail. Those firms selected will be notified by **Wednesday, March 24, 2021**

The Qualification Forms should be submitted by:

Noon – Friday, March 12, 2021

FAILURE TO PREPARE QUALIFICATION FORMS IN REQUESTED FORMAT WILL BE CONSIDERED REASON FOR REJECTION.

Two (2) copies of the Qualification forms must be received no later than noon, CST, Friday, March 12, 2021 in a sealed envelope at the Milwaukee County Clerk. Envelopes should be clearly marked as follows:

CATERING SERVICES, Milwaukee County Zoo

Attention: Renee Klatt – Group Sales Coordinator

SIGNATURE PAGE

Caterers must complete and sign this page and include it with their Qualification Form.

To the best of my knowledge all information provided included in this Qualification Form is complete and accurate.

Signature

Date

Print Name

Title

Company Name
Company Address

City State Zip

Telephone Number

Fax Number

Email Address

The above individual is authorized to sign on behalf of company submitting proposal. This bid is valid for 90 days from the date of the above signature.

Appendix A

Caterer Questionnaire (must be completed on a separate sheet)

1. Describe the experience you/your organization has in businesses related to catering event planning.
2. Describe your marketing, advertising and sales promotion plans.
3. List overview the major equipment you own to provide food preparation. List overview of the other major equipment that you would rent.
4. List all venues you currently have a working relationship with.
5. Provide sample menus with pricing for Appetizers, Dinners, Lunches and Picnic Menus if all services are provided.
6. Provide plan for staffing levels based on daytime and/or evening events and employee guest ratios.
7. Provide dress code guidelines for your catering company staff.

Following Pages. 12 -18

Appendix B - Contract

“APPROVED CATERING” CONTRACT

THIS AGREEMENT, by and between Milwaukee County, as represented by its Zoological Gardens (the “Zoo”), and _____ (the “Vendor”) is entered into on _____.

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I – SCOPE OF SERVICES

Under the direction of the Zoo Group Sales Staff, the Vendor will provide to the Zoo’s client with exceptional service and food while working with the client to best fit their budget needs.

1. The “Approved List” will be for the Calendar year of 2021.
2. Approved Catering Services will be required to pay the Zoo a 15% commission on the total gross sales provided to its clients, including all food services. Therefore, Approved Catering Services must provide evidence of a fully executed agreement between the Approved Caterer and its client evidencing the prices quoted in detail. Contract for commission is with Zoo and Approved Caterer, Approved Caterer is responsible to pay Zoo. After an invoice has been provided to a client, a copy must also be provided to the County.
3. The provide commission statement must be returned to the Zoo prior to the event for invoicing. Payment is required upon receiving invoice for 15% commission.
4. Approved Caterer fee of \$200 is to be paid upon receipt of billing.
5. Beverage and bartending services is exclusive to SSA Group/Taste. All beverages must be purchased from the Milwaukee County Zoo’s Concessionaire Service Systems Associates. The vendor/client will coordinate beverage service and ice needs (fees will apply) with SSA Group/Taste. Soda and water can be served by the catering staff.
6. The vendor must abide by all City of Milwaukee regulations and licensing regarding food service including Chapter HSS 196, Food Sanitation Manuel and Guidelines for Construction and Operation of Food Display Facilities and any other applicable regulations to do with the business of catering.
7. The vendor needs to confirm arrival times, set ups and delivery arrangements with Sales Department at least 7 days prior to catered event.
8. The vendor must be self-contained and supply all the necessary equipment that is needed to provide service in a professional manner.
9. All linens, table settings, dishware, glasses, towels, paper products, cleaning materials, extension cords, etc. must be provided by the caterer. The Zoo does not stock or carry these items. Condiments ketchup/mustard/relish must be supplied in bottled form only, no packets will be allowed on zoo grounds.

10. The vendor must provide or rent from the Zoo's contracted vendor all banquet tables in picnic areas, and tables and chairs for events held on Zoo Grounds in all animal buildings and including the Gathering Place.
11. Vendor trucks are to be escorted to designated areas or service drives for loading and unloading. Only trucks/vans will park inside the Zoo Grounds, no catering staff parking is permitted on the Zoo Grounds.
12. Vendor deliveries must be coordinated with the Zoo's Sales Department to insure no disruption to the Zoo guests and entrance through secured gates on zoo grounds. Times will be designated by the Sales Department based Zoo operating hours and season of events.
13. The vendor must provide enough staff to insure the constant cleanup of rental areas, banquet and dinner tables during the event. Staff is to be appropriately dressed and identifiable and behave in a courteous respectful manner in regard to our animal collection as well as with Customers, Guests and Zoo Staff.
14. The vendor is responsible to clear sinks of food leftovers. Absolutely no garbage or grease is allowed in the sinks or toilets. Promptly clean up any spills/messes during event. Vendor is responsible for clean up during set up or tear down of event. Clean any kitchen areas used, including sweeping and mopping floors, cleaning any carts or tables used. Clean up and properly dispose of any items provided or agreed to assist the Customer with (i.e. table decorations, flowers, etc.)
15. The vendor must remove all equipment at the conclusion of the event. Rentals from the event site must be removed by 8 a.m. the following day. The Zoo retains no responsibility or liability for items brought on the property. The vendor is held responsible for all rental equipment. Zoo personnel are not responsible for any deliveries prior to an event. The vendor is to receive and sign for all deliveries. The Zoo is not responsible for inventory, damage or lost items for subcontracted services.
16. All items brought into the Zoo excluding rentals must leave the facility at the conclusion of the event. Unless approved through Zoo Sales Office items may not be left overnight, or be picked up at a later date, as the Zoo does not have storage space for such items and caterer should not suggest such an arrangement to their clients unless preapproved.
17. The Vendor is responsible to bag all landfill trash. Trash must be bagged before placing in the dumpster. Trash disposed of must be in a responsible manner with a weight limit of no more than 15-20lbs per bag. Never throw un-bagged food waste in the dumpster or on the grounds. A fee will be assessed for improper garbage and/or food waste disposal violations.
18. The Vendor is to follow Zoo Recycling guidelines by breaking down all cardboard, bagging and separating from trash all cans, glass, plastic or aluminum.
19. The Vendor must abide by the Zoo's No Smoking Policy: Smoking is not permitted anywhere on the grounds.
20. The Vendor is required to check out with Zoo staff at the conclusion of the event. Zoo staff

must confirm that all policy and procedures have been followed and that the facility; Building and Picnic Areas have been left in a satisfactory condition.

21. The vendor will abide by the Milwaukee County Minimum Wage Ordinance as may be applicable.
22. The vendor will provide a link to the Zoo's website if awarded an approved caterer status.
23. The vendor will be responsible to provide marketing materials and contact business cards for Zoo Group Sales staff to pass to potential clients.
24. The vendor will be assessed damage fees depending on the severity of the damage to Zoo grounds, kitchen areas and/or equipment.

ARTICLE II – TERM

This contract begins on January 1, 2021 and ends on December 31, 2021.

ARTICLE III – EQUAL OPPORTUNITY

Neither Zoo nor Approved Caterer will not discriminate against any employee of applicant or applicant because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE IV – ASSIGNS AND SUCCESSORS

This contract is binding on the Approved Caterer and the Zoo, the successors and assigns. Neither Zoo nor the Approved Caterer will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE V – TERMINATION OF CONTRACT

Termination for cause. 1. Non-payment of commission 2. Expired Licenses 3. Expired Insurance 4. Two (2) strikes on post-event cleaning 5. Two (2) strikes on user complaints 6. One (1) strike on non-payment for damaged equipment.

Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE VI – PROFESSIONAL DISCOUNT

The Milwaukee County Zoo does not endorse quality of food or services. Caterer service will be responsible to remedy client complaints by negotiating any price adjustments or discounts on their food or beverage invoice. This discount will not be reflected on the Zoo's Invoice.

ARTICLE VII – CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the Approved Caterer and Zoo, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE VIII – EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE IX – INSURANCE

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. Contractor may effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, Employers Liability and General Contractual, Profession and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.

The Contractor shall provide evidence of the following coverages and minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Worker's Compensation	Statutory
Employer's Liability	\$100,000/\$500,000/\$100,000
Liquor Liability	\$1,000,000
Commercial/Comprehensive General Liability	
General Aggregate	\$2,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Personal Injury	\$1,000,000 per occurrence
Contractual Liability	\$1,000,000 per occurrence
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 per accident
All Autos-owned and non-owned and/or hired	
Uninsured Motorist	per WI requirements

Milwaukee County will be named as an additional insured for General Liability and Automobile Liability. A waiver of subrogation for Workers Compensation by endorsement in favor of Milwaukee County shall be provided. Disclosure must be made of any non-standard or restrictive

additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this Contract.

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Contract.

The insurance requirements contained within this Contract are subject to periodic review and adjustment by the County Risk Manager.

ARTICLE X – DBE COMMITMENT

Milwaukee County has established overall participation goals on the purchase of goods and services, and construction services utilized in County procurements with Disadvantaged Business Enterprise (DBE) certified firms, in accordance with Chapter 42 of the Milwaukee County Code of General Ordinances.

While this opportunity does not have a specific participation goal, all respondents to this solicitation are hereby directed to use active and aggressive efforts to assist Milwaukee County in meeting or exceeding its overall annual **goal of 17% participation of DBE firms on County service procurements and contracts**, not related to construction. 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) 278-4851, or cbdpcompliance@milwcnty.com.

The directory of DBE firms currently certified in the State of Wisconsin can be found at: <https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>

ARTICLE XI - MISCELLANEOUS TERMS

- A. The County reserves the right to interview any personnel prior to their being assigned to work on Zoo grounds.
- B. Nothing contained in the Contract shall constitute or be construed to create a partnership or joint venture between the County or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, the Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

- C. This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.
- D. The Contractor, during the period of this Contract shall not hire, retain or utilize for compensation any member, officer or employee of the County or any person who, to the knowledge of the Contractor, has a conflict of interest.
- E. Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics, which states in relevant part: "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family may solicit or receive, anything of value pursuant to an understanding that such officers or employees vote, official actions or judgment would be influenced thereby."
- F. The Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. Contractor acknowledges and agrees that it will perform its obligation hereunder in compliance with all applicable state, local or federal law, rules, regulations and orders.

ARTICLE XII -AUDIT AND INSPECTION OF RECORDS

Contractor shall permit the authorized representatives of County, after reasonable notice, to inspect and audit all data and records of Contractor related to carrying out this contract for a period of up to three years after completion of the Contract.

ARTICLE XIII - INDEMNITY

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless the County, its agents, officers and employees, from and against all loss or expense, including but not limited to, costs 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 Contractor, or its agents which may arise out of or are connected with any of the activities covered by this Contract.

Page. 18 SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month, and year first above written.

MILWAUKEE COUNTY

CONTRACTOR

Charles Wikenhauser (Date)

(Date)

Zoo Director

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____

Community Business Development Partners

Reviewed by:

Approved for execution:

By: _____ Date: _____

Risk Management

By: _____ Date: _____

Corporation Counsel

Approved:

Approved:

By: _____ Date: _____

Comptroller

By: _____ Date: _____

County Executive

Approved as compliant under sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____

Corporation Counsel