

**BUSINESS IMPROVEMENT DISTRICT NO. 21
MILWAUKEE DOWNTOWN**

**REQUEST FOR PROPOSALS
CLEAN SWEEP AMBASSADOR PROGRAM**

March 10, 2026

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A. REQUEST FOR PROPOSALS

I. DEFINITIONS

1. "The District" shall refer to the Business Improvement District No. 21 of the City of Milwaukee ("Milwaukee Downtown") (see Appendix A for the boundaries of the District).
2. "CSA Program" shall refer to all aspects of administering, managing and providing the District's Clean Sweep Ambassador ("CSA") Program, as outlined in this document and all supporting Appendices and Exhibits.
3. "Proposer" shall refer to any person or qualified entity submitting a proposal to provide the services as defined by and in accordance with these specifications.
4. "Company" shall refer to that party selected by the District to provide the services set forth herein.
5. "Agreement" shall refer to the contract to be executed between the Company and the District in accordance with these specifications (including the form of Agreement for Services attached hereto as Appendix C) and the Company's proposal submitted and accepted by the District, each of which shall be incorporated into the terms of the Agreement.
6. "Work" shall refer to the cleaning and maintenance services specified in Appendix C, performed by the Company, its employees and subcontractors, if any.
7. "Change Order" shall refer to any modification to the Agreement signed by the Company and the District.
8. "Costs of Operation" shall refer to all costs and expenses, approved by the District, of managing and operating the CSA Program in accordance with all terms and conditions specified in this Request For Proposals, including, but not limited to, the wages, salaries, employee costs and benefits of all workers and all supervisory personnel, equipment, supplies, transportation, insurance premiums, storage costs and uniform costs.

II. BACKGROUND

The historic goal of the District was to sustain the competitiveness of Downtown and to ensure a clean, safe and welcoming environment conducive to business activity. As a result of strategic planning, the District has committed to elevate its role in Downtown economic development, with special emphasis on discouraging nuisance behaviors and supporting Downtown as an 18-hour destination with a growing night-time economy.

The District was created as a quasi-governmental business improvement district for the Downtown area by a City of Milwaukee Common Council resolution adopted consistent with Wisconsin Statutes section 66.1109. *Files and records of the District and its affairs are kept pursuant to public records requirements under Wisconsin Statutes Sections 19.21 through 19.39. Accordingly, any records submitted to the District are subject to public inspection and copying.*

The District is authorized to manage and maintain services that supplement those services currently provided by the City to owners and occupants in the District. The District proposes to achieve its objectives by supplementing the maintenance, landscape and security services provided by the City in order to increase the cleanliness and safety (and the perceived cleanliness and safety) of Downtown. District staff will coordinate a public relations campaign to promote the cleaner, safer and friendlier Downtown. Marketing will aim to encourage increased use of Downtown and to convince both constituents of the District and potential users that Downtown is a positive destination with unique qualities and amenities.

The District intends to commence CSA services under a new Agreement as of January 1, 2027.

III. THE OPPORTUNITY

A. Introduction

The District seeks to enter into the Agreement with the successful Proposer to operate and administer the CSA Program comprised of certain cleaning and maintenance services within the boundaries of the District as outlined in the form of Agreement attached hereto as Appendix C. The Company will implement a program of "Work" according to the general conditions and specifications detailed in this document and in the Appendices and Exhibits attached. The Agreement will specify the approximate CSA services to be provided as mutually agreed by the District and the successful Proposer.

Through this Request for Proposals, the District is seeking: a) statements of qualifications from experienced companies which can provide a full complement of CSA services, b) detailed proposals for the continued operation of a successful CSA program and c) evidence that the Company will advance the philosophical goals of the District's clean, safe and welcoming objectives.

B. Services

The services to be provided by the successful Proposer to continued or improved operation of a CSA Program pursuant to the terms of the Agreement shall include the following:

(a) Daily power sweeping and vacuuming of all sidewalks and riverwalks within the District Boundaries from Monday through Saturday during the hours of _____ to _____;

(b) Daily recurring manual sweeping of high visibility sidewalks and riverwalks within the District Boundaries as designated by the CEO of the District or such other persons

designated by the Board (collectively, the "CEO"), depositing of dirt, trash, leaves and debris in Company receptacles or bags and arranging removal of used bags to a centralized City of Milwaukee garbage collection location from Monday through Saturday during the hours of _____ through _____;

(c) Daily recurring manual cleaning of street level planters located on all sidewalks and riverwalks within the District Boundaries and removing litter, debris, leaves, cigarette butts, advertisements and weeds from the same;

(d) Power washing of all sidewalks and riverwalks within the District Boundaries by high pressure, high intensity cleaning equipment to remove accumulated stains and grime as frequently as deemed reasonably necessary by the Board and in no event less than once every three months during the months of March through October and twice per year;

(e) Engaging in special projects including, but not limited to the installation and removal of holiday lights, "Super Block" high intensity, concentrated clean up of three to five blocks on a rotating basis, the set up and clean-up for week and day-long events such as Downtown Employee Appreciation Week, Downtown Dining Week, Big Truck Day, Jack O Lantern Jubilee, events at the Baird Center and various temporary public art displays and other events, and additional cleaning and maintenance services during these and other special events, all as designated and approved by the CEO from time to time;

(f) Coordinating all services provided by the Company with services provided by the City's Department of Public Works ("DPW") and any other contractors and/or employees retained by the District to maximize the effectiveness of all cleaning services within District Boundaries;

(g) Performing all services in a manner that advances the District's clean, safe and welcoming objectives and creates an environment conducive to tourist, social and business activity, all as set forth in the District's initial operating plan or any subsequent operating plan of the District;

(h) Utilizing "Green" chemicals and "Green" certified equipment ("Green" means environmentally friendly), as cost effective and approved by the CEO from time to time and to otherwise cooperate with the District's efforts to enhance recycling and sustainability within the District Boundaries;

(i) Daily recurring emptying and disposing of garbage bags from garbage cans located within the District Boundaries including the disposal of such garbage bags at the centralized City of Milwaukee garbage collection facility located at 14th Street and Walnut Street; and

(j) Adding the following areas for the services provided by the Company under this Agreement: (a) Highland Plaza (once completed and upon written notice to the Company of the same), (b) Vel R. Phillips as shown on Exhibit E attached hereto, (c) and the exterior of the Downtown Dog Park and riverwalk extension as shown on Exhibit E attached hereto.

The Company shall have the responsibility to provide supervisory personnel, to negotiate labor contracts, and to hire and manage all of the individuals as necessary to execute the CSA Program.

IV. DISTRICT'S STRUCTURE

The selected Company shall report to and receive instruction from the CEO of the District, or such other person(s) selected by the Board. The CEO shall establish policies for the CSA Program, and shall meet weekly with the Company. The CEO will decide any and all questions, which may arise as to the manner of performance and rate of progress of the Work and the advancement of the District's clean, safe and welcoming goals.

The District has one central office/headquarters. The Company's Operations Manager shall serve as the Director of the CSA Program pursuant to the District's Operating Plan and shall report to the District's office/headquarters. The Company shall provide at its expense, one or more sites in or adjacent to the District for the storage and maintenance of all equipment and materials and for the mobilization of employees required by the CSA Program.

The District will also enter into contracts for a Public Service Ambassador Program, a Landscape Program and a Graffiti Removal Program. The Company shall be responsible for coordinating its operations with all other companies working under contract with the District and with appropriate City agencies.

V. THE PROPOSAL PROCESS

(a) Summary

All Proposers are invited to bid on any or all portions of the CSA Program set forth in this Request for Proposals.

See "Appendix B" for a Timeline of Key Dates for this process.

The proposal process will involve three steps: (A) a pre-proposal conference; (B) a submission of a statement of qualifications (the qualifications phase); and (C) the submission by qualified Proposers of detailed proposals.

A) The Pre-Proposal Conference

A mandatory pre-proposal conference will be held on Friday, March 20, 2026 at 10:00 a.m. in the 17th floor conference center at Reinhart Boerner Van Deuren s.c. located at 1000 North Water Street, Milwaukee, WI.

B) Pre-Qualification Phase

All interested Proposers should bring to the Pre-Proposal Conference described in (A) above: evidence of qualifications including (1) a brief description of capabilities which must include a minimum of five years' experience in the public realm managing employees visible to the general public, (2) list of similar engagements, and (3) at least three letters of reference.

C) Proposals

Following receipt of the statements of qualifications, the District will evaluate the qualifications of each of the interested Proposers, and will qualify Proposers from whom the District will request detailed proposals. The District may recommend a team of Proposers to work together in submitting one joint proposal.

The District will notify qualified Proposers on or before April 8, 2026 and will request detailed proposals according to the specifications outlined in this document and supporting documents.

1. Each Proposer should carefully examine all requirements in this Request for Proposals and any and all Exhibits, Appendices, Addenda or other revisions. Should the Proposer find discrepancies, ambiguities in, or omissions from these documents, or should the Proposer be in doubt as to their meaning, the Proposer shall at once, and in any event no later than April 10, 2026 at noon, submit to the District at the address specified below, a written request for interpretation or correction thereof. No allowance will be made, after the proposals are received, for oversight, omission, error, or mistake by the Proposer.
2. All proposals from qualified Proposers must be received both in the office of and by email to

Deborah C. Tomczyk, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202
414-298-8331
Email: CWirkkula@reinhartlaw.com

on Friday, April 17, 2026 no later than noon. The District reserves the right to reject any proposal received after that time.

3. Submission of Proposal:
 - a. All proposals shall be submitted with nine (9) hard copies and electronically via email.

- b. Following receipt of written proposals, the District may thereafter select those proposals which, in its sole judgment, qualify as finalists and request those Proposers to make oral presentations to representatives of the District during the week of April 23, 2026 and prior to the final selection of the Company.

(b) Required Submittals

Each qualified Proposer shall submit, at a minimum, all of the following information as part of its proposal, and proposals should be organized in the following sequence:

1. A detailed narrative describing how the Proposer will provide staff, training, management, supervision, equipment, and materials to serve the District's goals of clean, safe and welcoming.
2. A completed Staffing and Cost Analysis Form (Exhibit A), including the number of full-time equivalent employees and other Company personnel, the amount of hours to be worked and the various costs necessary to perform the "Work" as defined in this Request for Proposals and Appendices.
3. A completed Job Classifications & Pay Rates form (Exhibit B), including a listing of all types of employees required to fulfill each of the types of "Work" as defined in this Request for Proposals and Appendices and the hourly pay rates and shift differential for overtime, if any, weekend and holiday pay.
4. A completed Equipment Schedule (Exhibit C), including the types, models and number of pieces of equipment and type of substances which will be necessary to perform the "Work" as defined in this Request for Proposals and Appendices. Include narrative detail on how equipment will be maintained, serviced and stored.
5. A completed Annual Costs of Operation and Company Fee (Exhibit D).
6. The name and resume of the proposed Operations Manager who will serve as the Director of CSA Program. As part of the selection process, the District may request an interview with the proposed Operations Manager.
7. A listing of each location proposed as a base of operations for the storage of equipment, materials, employee mobilization, and a statement by the Proposer either that these sites are sufficient for the Proposer to meet all the requirements of this Request for Proposals and that the Proposer will not require reimbursement as a Cost of Operation for these facilities or a statement to the effect that the Proposer will, to fulfill the terms of this Request for Proposals, be required to lease additional space. Proposers who propose to lease additional space to fulfill the terms and conditions of this Request for Proposals should

complete Lines 21, 22 and 23 of Exhibit A and Line L of Exhibit D, indicating the cost and amount of required additional space.

8. Listing of all proposed subcontractors, if any.
9. The selected Company may be required, at the District's sole option, to post a performance bond in the amount of \$1 million. Such bond must be issued by a company legally authorized to conduct business and issue surety bonds in the State of Wisconsin and which company, of itself, has a bonding capacity at least equal to the amount of the base proposal upon which the bond is issued. The bonding capacity is to be determined by reference to current reports and the evaluation of the Insurance Department of the State of Wisconsin.
10. A detailed description of the form of accounting control practices that will be employed to assure timely and accurate accounting of all receipts, payroll and other expenses, income and disbursements with respect to the CSA Program.
11. Letters of recommendation from owners of properties served by the Proposer and other appropriate parties attesting to the Proposer's and proposed Operations Manager's ability and competence in the operation and management of CSA or similar programs.
12. A statement indicating the Proposer's ability and agreement to conform to all the requirements outlined in this Request for Proposals.
13. A statement that the Company shall fully cooperate with such other contractors and fit its own work to that provided under other contracts and shall follow instructions from the CEO of the District.
14. The District, in consultation with the Company, will specify for CSA personnel a distinguishing uniform or insignia, identifying these individuals as associated with the District. The cost of these uniforms or insignias will be a Cost of Operations. The Company shall be responsible for the ordering, fitting, replacement and cleaning of uniforms, such that a neat and presentable uniform presence of the workers and supervisors is maintained.
15. Sample reports to be delivered to the District at least monthly, including summaries of incidents and tracking.

(c) Selection Process

The District, based solely on its own judgment and opinion, and considering any other factors it deems relevant, reserves the right to determine whether a Proposer has demonstrated the clear ability and provided the necessary qualifications to manage and operate the CSA Program in a high quality manner. All proposals shall receive careful, impartial consideration. The District intends to select as the Company that qualified

Proposer who will provide the District with the most cost effective responsible proposal and best overall value consistent with all the objectives outlined in this Request for Proposals. The District's selection shall be based, primarily, on technical, management, cost realism, past performance and promotion of the District's clean, safe and welcoming theme. Although costs will be evaluated, the District reserves the right to select other than the low cost proposer.

This RFP shall not impose or create any contractual or other liability on the part of the District.

The District reserves the right, at its sole discretion, to:

- A. Refuse to consider proposals that contain omissions or irregularities, or otherwise fail to comply with these specifications.
- B. Waive omissions or irregularities in any proposal.
- C. Refuse to consider any proposal that contains any conditions and/or contingencies which, in the District's sole judgment, make the proposal indefinite, ambiguous or incomplete.
- D. Accept or reject any and all proposals, in whole or in part, if in the District's sole judgment, its best interests will be served.

B. GENERAL CONDITIONS AND OPERATING REQUIREMENTS

VI. TERM OF AGREEMENT

The District and the Company shall enter into the Agreement on terms mutually acceptable to both parties, which may vary, from the terms of the RFP. The District intends to enter into an Agreement with the Company for a term beginning as of January 1, 2027 and terminating on December 31, 2029, which may, by mutual consent, be extended for additional terms of one (1) year each. The District reserves the right to terminate the Agreement without cause upon thirty (30) days written notice.

In any such extension of this Agreement, the District reserves the right to make minor variations in services that may result in changes to various Costs of Operation. These adjustments to the Costs of Operation in any extended term shall be by mutual consent.

VII. COMPENSATION OF COMPANY

Compensation of the Company for the management and operation of the CSA Program shall be comprised of two components: (a) reimbursement for all eligible Costs of Operation and (b) the Company's fee.

- A. Costs of Operation: The District shall reimburse the Company for all eligible Costs of Operation actually incurred by the Company. Exhibit D, as submitted by the Proposer, shall be considered by the District to be the maximum annual Costs of Operation to be paid by the District. Without the specific written authorization of the District, the Company cannot exceed the total of Line N, Exhibit D. Any Costs of Operation during the term of the Agreement in excess of the total of Line N, Exhibit D which are not approved in writing by the District shall be the obligation solely of the Company.

The District and the Company, by Change Order, may mutually make changes, additions and deletions in the Costs of Operation. Should any changes be made, the Company shall perform the work as changed and shall be paid for such work whether increased or decreased.

- B. Company's Fee: In addition to the eligible Costs of Operation, the District shall pay for the Company's overhead and profit for the management and operation of the CSA Program (Lines D & E, Exhibit D). This portion of the Proposal, Lines D & E, Exhibit D, shall be considered by the District to be a fee binding upon the Proposer and paid by the District for the term of the Agreement.

VIII. RESPONSIBILITIES OF COMPANY

The Company will be fully responsible for all aspects of the operations and management of the CSA Program as an independent contractor.

The Company will provide from its corporate headquarters expert administrative, purchasing and personnel advice, the cost of which will be included in the Company's Fee. It is the responsibility of the Company, in accordance with the directions and instructions issued by the District, to supervise, direct and assume complete responsibility for the day-to-day operations of the CSA Program, and to operate the CSA Program in a first class manner, consistent with the specifications detailed in this document and its related appendices and exhibits.

The Company shall provide and perform all services necessary for the operation of the CSA Program, including but not limited to the following:

- A. Operations
1. The Company will be responsible for the provision of the comprehensive CSA Program as presented in Section III above.
 2. The Company shall provide an Operations Manager fully responsible for all aspects of the operation and management of the CSA Program. The Operations Manager shall be subject to the on-going approval of the District. The Operations Manager shall report to the central office/headquarters of the District.

3. The Company shall be responsible for the recruitment, selection, screening, continuing training, supervision and termination of all CSA personnel. The Company has sole authority and responsibility to assign, evaluate, discipline and terminate Company employees. The Company shall, in its sole discretion, investigate and promptly respond to any complaints about Company employee conduct and/or performance. The Company shall employ experienced and qualified personnel that meet the necessary criteria to fulfill the role of ambassadors for the District's clean, safe and welcoming program.
4. The Company, in consultation with the District and with the approval of the District, shall develop a staffing plan for the deployment of its workers to perform all Work.
5. The Company shall promote the clean, safe and welcoming objectives of the District.

B. Financial

1. The Company shall keep full, complete and accurate books of account and other records, including employee time cards, reflecting all expenses with respect to the CSA Program. Such books of account and other records shall be kept in accordance with generally accepted accounting principles uniformly applied.
2. The Company shall provide the District and its authorized agents access, at all reasonable times, for itself, its agents, and its accountants, to all records, books of account, vouchers, and other data and information in connection with the business conducted on behalf of the CSA Program for the purpose of ascertaining the correctness of the statements furnished to the District from time to time under the provisions thereof.

IX. INSURANCE

1. The Company shall, as a Cost of Operation, provide and maintain the following insurance coverages during the term of the Agreement:
 - Comprehensive General Liability Insurance
 - Automobile Liability Insurance
 - Workers' Compensation Coverage and Employers' Liability Insurance
 - Employee Dishonesty or Blanket Fidelity Crime Coverage

Each of the above (except statutory workers' compensation coverage) shall have limits of at least \$2 million per occurrence and \$4 million aggregate. In the event this coverage is "claims made" coverage and the Agreement is terminated or the insurance carrier changed, the Company shall purchase unlimited "tail coverage"

for the benefit of the District. The cost of claims and the defense of claims not covered by insurance shall be the Company's expense and not a Cost of Operations.

2. The Company shall not commence Work until it provides the District with certificates evidencing each coverage for the insurance required above, naming the District as an additional insured and evidencing that the insurance shall not be canceled unless the District receives thirty (30) days prior written notice of cancellation. The Comprehensive General Liability Insurance and the Employers' Liability Insurance policies shall include language or endorsements evidencing contractual liability and it shall be shown on the certificate(s) of insurance.
3. The Company shall indemnify, defend and hold the District, and its agents, successors, assigns, board members, participating institutions, officers and employees harmless from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees), that arise from or are connected with the provision of services and the negotiation, execution and performance of the Agreement, except as to those acts, errors and omissions that are due to the sole negligence of the District.
4. The Company represents and warrants that it is under no obligation or restriction nor will the Company assume any obligation or restriction which would, in any way, interfere or be inconsistent with the services to be furnished by the Company under this Agreement.

X. COMPLIANCE WITH LAWS

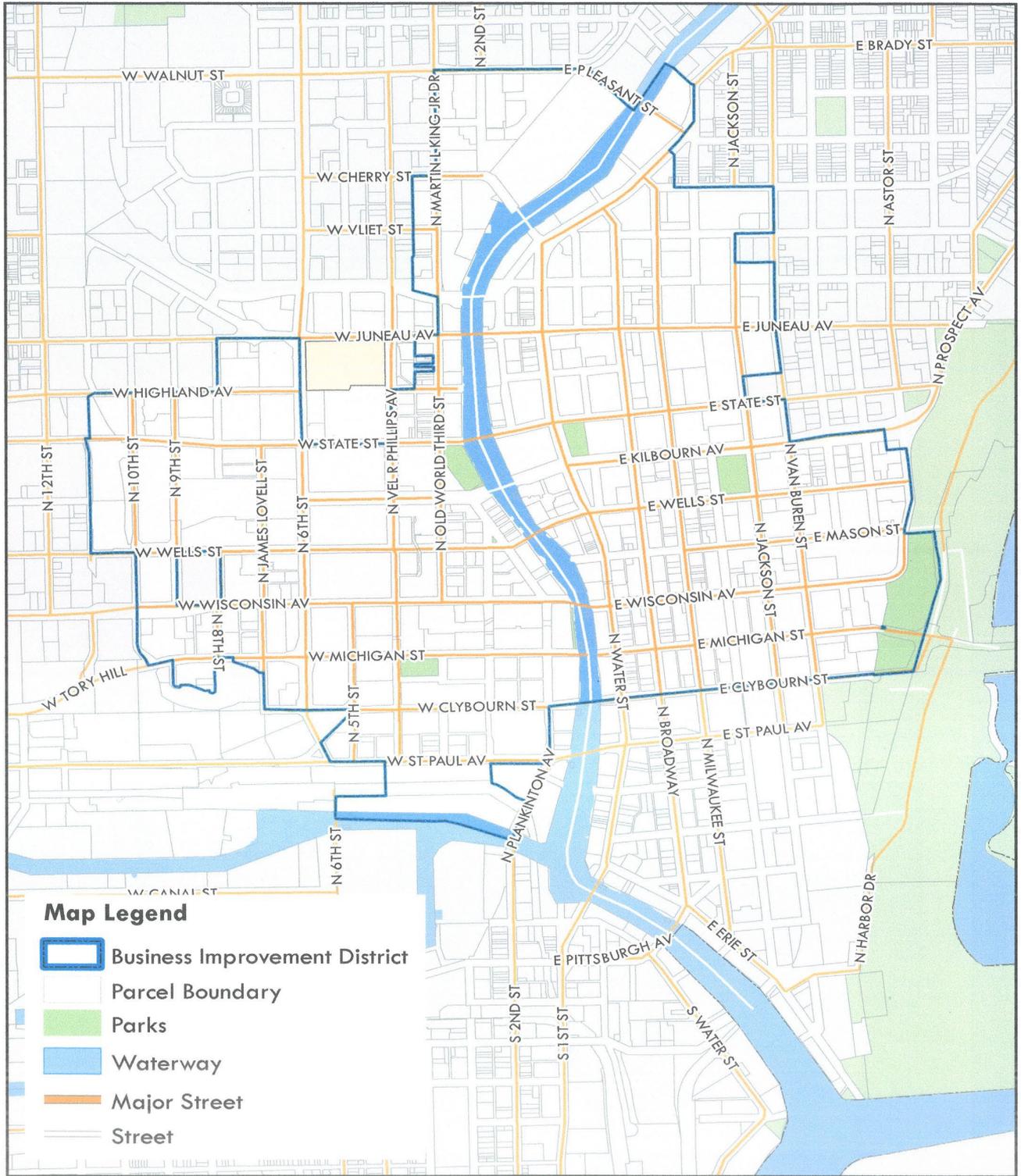
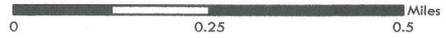
The Company shall at all times comply with all applicable laws, statutes, regulations, codes and ordinances (including, without limitation, immigration and environmental laws and laws pertaining to minimum prevailing wages, fair labor practices, equal employment opportunity and affirmative action), rules, regulations, and orders of the Federal Government, the State of Wisconsin, the City of Milwaukee, and any other governmental entity with jurisdiction over the District, and also shall abide by all rules, regulations, and directives prescribed by the District.

The Company also shall acknowledge the policy of the City of Milwaukee to provide equal employment opportunities to all qualified persons without regard to their race, religion, color, age, disability, sex, national origin, sexual orientation, marital status, membership in the military reserves, creed, ancestry, arrest or conviction record, or use or nonuse of lawful products away from work. In adhering to this policy, compliance is required with the Wisconsin Fair Employment Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and other applicable statutes and regulations relating to equal employment opportunities. This policy represents the a commitment to a nondiscriminatory work environment for all qualified applicants and employees. The District values diversity.

APPENDIX A
 Boundaries of Business Improvement District No. 21

BID NO. 21: MILWAUKEE DOWNTOWN
CITY OF MILWAUKEE

Prepared by the Dept. of City Development Planning Division, 8/12/2020
 Source: City of Milwaukee Information Technology Management Division;
 Dept. of City Development Commercial Corridors Team



Document Path: S:\GIS and Data Projects\2020\20-08-12_BID21\Bid 21_RevisedMap_2020.mxd

APPENDIX B

TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

Friday, March 20, 2026 10:00 a.m.	Pre-Proposal Conference 1000 North Water Street 17th Floor Conference Center Milwaukee, WI
Friday, March 20, 2026 10:00 a.m.	Request for Qualifications due at Pre-Proposal Conference
Friday, April 3, 2026	Invitation for Detailed Proposals to be extended to qualified Proposers
Friday, April 10, 2026 noon	Deadline for Proposers to Request Interpretations and/or Clarifications
Friday, April 17, 2026 noon	Deadline for Proposals to be submitted to: Deborah C. Tomczyk, Esq. Reinhart Boerner Van Deuren s.c. 1000 North Water Street, Suite 1700 Milwaukee, WI 53202
Week of April 23, 2026	Selected Proposers to be interviewed
May, 2026	Proposer(s) selected/Agreement executed

APPENDIX C

PROPOSED FORM OF AGREEMENT FOR SERVICES

**AGREEMENT FOR SERVICES
(Clean Sweep Ambassadors Program)**

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2027, by and between the BOARD (the "Board") of BUSINESS IMPROVEMENT DISTRICT NO. 21, a business improvement district created pursuant to Wisconsin Statutes section 66.1109 (the "District"), and _____ (the "Company").

RECITALS

The Board and the Company acknowledge the following:

A. On or about March 20, 2026, the Board circulated a Request for Qualifications for its Clean Sweep Ambassadors Program inviting third parties to submit their qualifications for the provision of regular sidewalk cleaning, riverwalk cleaning and public space maintenance within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and welcoming" objectives of the District, all as set forth in the District's initial operating plan adopted by resolution no. 970900 of the Common Council of the City of Milwaukee dated October 14, 1997. On or about April 3, 2026, the Board selected qualified proposers to respond to a Request for Proposals for the Clean Sweep Ambassadors Program.

B. The Company submitted a responsive proposal to the RFP, and the Board selected the Company to provide certain services set forth in the RFP.

C. Accordingly, the Board and the Company desire to enter into this Agreement to specify the terms upon which the Company will provide certain cleaning and maintenance services and to administer the Clean Sweep Ambassadors Program.

AGREEMENTS

In consideration of the Recitals and mutual covenants contained herein, the Board and the Company agree as follows:

1. Services to be Provided by Company. The Board hereby engages the Company to undertake and/or perform the following services within the District, and the Company hereby agrees to undertake and/or perform such services:

(a) Daily power sweeping and vacuuming of all sidewalks and riverwalks within the District Boundaries from Monday through Saturday during the hours of _____ to _____;

(b) Daily recurring manual sweeping of high visibility sidewalks and riverwalks within the District Boundaries as designated by the CEO of the District or such other persons designated by the Board (collectively, the "CEO"), depositing of dirt, trash, leaves and debris in Company receptacles or bags and arranging removal of used bags to a centralized City of Milwaukee garbage collection location from Monday through Saturday during the hours of _____ to _____;

(c) Daily recurring manual cleaning of street level planters located on all sidewalks and riverwalks within the District Boundaries and removing litter, debris, leaves, cigarette butts, advertisements and weeds from the same;

(d) Power washing of all sidewalks and riverwalks within the District Boundaries by high pressure, high intensity cleaning equipment to remove accumulated stains and grime as frequently as deemed reasonably necessary by the Board and in no event less than once every three months during the months of March through October and twice per year;

(e) Engaging in special projects including, but not limited to the installation and removal of holiday lights, "Super Block" high intensity, concentrated clean up of three to five blocks on a rotating basis, the set up and clean-up for week and day-long events such as Downtown Employee Appreciation Week, Downtown Dining Week, Big Truck Day, Summer Spitz, Jack O Lantern Jubilee, events at the Baird Center and various temporary public art displays and other events, and additional cleaning and maintenance services during these and other special events, all as designated and approved by the CEO from time to time;

(f) Coordinating all services provided by the Company with services provided by the City's Department of Public Works ("DPW") and any other contractors and/or employees retained by the District to maximize the effectiveness of all cleaning services within District Boundaries;

(g) Performing all services in a manner that advances the District's clean, safe and welcoming objectives and creates an environment conducive to tourist, social and business activity, all as set forth in the District's initial operating plan or any subsequent operating plan of the District;

(h) Utilizing "Green" chemicals and "Green" certified equipment ("Green" means environmentally friendly), as cost effective and approved by the CEO

from time to time and to otherwise cooperate with the District's efforts to enhance recycling and sustainability within the District Boundaries;

(i) Daily recurring emptying and disposing of garbage bags from garbage cans located within the District Boundaries including the disposal of such garbage bags at the centralized City of Milwaukee garbage collection facility located at 14th Street and Walnut Street; and

(j) Adding the following areas for the services provided by the Company under this Agreement: (a) Highland Plaza (once completed and upon written notice to the Company of the same), (b) Vel R. Phillips Plaza as shown on Exhibit E attached hereto, (c) and the exterior of the Downtown Dog Park as shown on Exhibit E attached hereto.

2. Company Employees.

(a) The Company shall provide an on-site operations manager acceptable to the District (the "Operations Manager") who will serve as the director of the District's Clean Sweep Ambassadors Program as described in the current operating plan of the District and who shall manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. Prior to commencing work as the Operations Manager, the Company employee proposed for such position shall be approved in writing by the CEO. The Operations Manager shall be subject to the ongoing approval of the CEO. The Operations Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Operations Manager may work out of the District's office and shall meet with the CEO at least once each business day, whenever reasonably possible. The Operations Manager shall report to and receive instruction from the CEO. The Operations Manager (or another designee of the Company) shall be on-call 24 hours a day to respond to emergencies identified by the CEO.

(b) The Company shall provide a minimum of __ full time equivalent staff positions (in addition to the Operations Manager), which positions may be seasonal or filled with overtime as pre-approved by the CEO. The Company specifically acknowledges that the Company shall deploy its staff to provide coverage as requested by the CEO from time to time. The Company shall also provide an additional __ staff members for the four weeks prior to the "Holiday Lights" special event and the two weeks thereafter with such supplemental staff working __ hours per day for __ days per week, or as otherwise designated and approved by the CEO from time to time.

(c) Subject to restrictions imposed by weather and redeployment as necessary in the reasonable judgment of the CEO, the current plan for deploying Company staff and their routine services are described on Exhibit B attached hereto. The

Company agrees to modify the deployment of Company staff and the frequency of the work described in paragraph 1 above upon the request of the CEO.

(d) No Company employee may drive a motor vehicle while on duty unless approved by the CEO as a driver in advance in writing (provided such approval shall not be unreasonably withheld) and unless covered by the Company's automobile liability insurance.

(e) The Company is authorized to engage qualified consultants, with the prior written approval of the Board, to assist in providing the services described in this Agreement and at no additional cost to the District. Unless otherwise agreed, all such consultants shall be subcontractors of the Company and all employees of any subcontractors shall be deemed employees of such subcontractor (and not of the District). The Company shall be responsible for the performance of its subcontractors and for their compliance with the terms of this Agreement.

(f) The Company agrees to accept and consider employment applications from individuals identified by minority and/or disadvantaged employment agencies or programs as designated by the Board, including, without limitation, from Milwaukee Community Services Corps.

3. Company Equipment and Supplies.

(a) Equipment and Supplies. The parties acknowledge that certain equipment and supplies are necessary to fulfill the Company's obligations under this Agreement. The Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase, replace and utilize the equipment and supplies described on Exhibit C attached hereto (collectively, the "Equipment"). In addition, the District has purchased and is obligated to provide to the Company four Billy Goats and two scrubbers to assist the Company in performing its obligations under this Agreement. Any such equipment owned by the District shall be deemed part of the "Equipment" for purposes of maintenance, repairs, storage and insurance under this Agreement.

(b) Maintenance and Repairs. The Company shall be solely responsible for maintaining, repairing and replacing the Equipment, including, without limitation, any equipment owned by the District. Such Equipment shall be maintained in a first-class, good, functional and safe operating condition and in compliance with manufacturer instructions and recommendations and all applicable federal, state and local laws, regulations, codes and ordinances.

(c) Storage. The Company shall be solely responsible for storing the Equipment including, without limitation, any equipment owned by the District. The Company agrees to store such Equipment in secure areas accessible to District and

Company employees within the District Boundaries. The Company shall provide the CEO with keys and/or security cards as necessary to access the Equipment.

(d) Additional Use of Equipment. When not in use by the Company to provide services pursuant to this Agreement, the CEO may authorize other District employees, contractors, subcontractors or agents to use the Equipment, provided that the Equipment is used solely to facilitate implementation of the current operating plan of the District. The Company shall be responsible for any use of the Equipment by the Company. However, other contractors, subcontractors and agents of the District shall be solely responsible for their use of the Equipment, and the District shall be solely responsible for use of the Equipment by its employees.

(e) Option to Purchase. Upon termination of this Agreement, the Board may purchase all or any portion of the Equipment owned by the Company. Within five days following termination of this Agreement, the Board shall provide written notice to the Company of its intent to purchase any specified Equipment. The Board shall then have 10 days to inspect the Equipment that it intends to purchase, and the Board shall have no obligation to purchase such Equipment unless the Board approves its condition within the 10 day inspection period. If the Board determines that the condition of the Equipment intended to be purchased is acceptable, the Board shall pay to the Company the value of such Equipment as determined by a third party appraiser mutually acceptable to the parties. In no event shall the cost of the Equipment to be purchased exceed the original cost of such Equipment to the Company less amounts previously paid by the Board to the Company for such Equipment as reimbursable costs of operation as set forth on Exhibit D. Upon receipt of such payment, the Company shall immediately convey the Equipment purchased to the Board, free and clear of all liens and encumbrances.

4. Changes in Services to be Provided by the Company. The Board and the Company may, by written change order signed by both parties, change, add to or delete the services to be provided pursuant to this Agreement. Upon execution of such change order, the Company shall perform the services called for under this Agreement as changed, and the Board shall adjust the costs of operation set forth on Exhibit D accordingly and pay the Company for such changed work. The Board agrees to consider in good faith reimbursing the Company for any unexpected costs it incurs performing its obligations under this Agreement; however, the Board shall not be obligated to reimburse the Company for such unexpected costs.

5. Uniforms and Logo. The Board, in consultation with the Company, shall specify a distinguishing uniform (including an insignia with the logo for the District) for Company staff providing services pursuant to this Agreement. The Company shall order, fit, repair, maintain, replace and clean such uniforms in a manner such that Company staff present a neat and professional uniformed appearance. All Company staff servicing this Agreement shall wear the distinguishing uniform at all

times they are on duty. In addition, the Company shall permanently affix the District's logo to all large-scale Equipment.

6. Training. The Company shall train each employee in maintenance, safety and informational services prior to such employee commencing services pursuant to this Agreement. In addition, the Company shall continue on-going in service training of its employees throughout the term of this Agreement. All training shall be developed and maintained in consultation with the CEO. Training shall include, without limitation, techniques to complete the cleaning services specified in paragraph 1 above, use of the Equipment (including, without limitation, any equipment purchased by the District), preventing and reporting crime, dealing with panhandlers and the homeless, awareness of applicable sanitation and building codes, radio communications, awareness of Milwaukee history and local attractions and general communications skills.

7. Cooperation of the Company. The Company, its Operations Manager and other staff shall fully cooperate with District employees and other contractors, subcontractors and agents retained by the District. The Company shall provide its services pursuant to this Agreement in a manner reasonably consistent with, and to facilitate work by District employees and other contractors, subcontractors and agents of the District. The Company hereby waives any claims against the District for additional compensation or payments due to delays or other conditions created by other contractors, subcontractors or agents of the District.

8. Standard of Performance. The Company shall perform all of its obligations and covenants set forth in this Agreement in compliance with any and all applicable federal, state and local laws, statutes, codes and ordinances, including, without limitation, those dealing with the environment, immigration, minimum prevailing wages, fair labor practices, equal employment opportunity and affirmative action. The Company also shall perform all of its obligations and covenants set forth in this Agreement in a good and workmanlike manner at a first class level of quality. The Company shall avoid interfering with the business and other operations of any property owners and/or tenants in the District. The Company shall monitor the performance of each of its employees servicing this Agreement and regularly inspect, critique and, as necessary, upgrade the work of its employees. Mere technical provision of the services set forth in this Agreement shall not be deemed full performance by the Company; the Company shall also perform its obligations in a manner which advances the clean, safe and welcoming objectives of the District and creates an environment conducive to tourist, social and business activities, all as set forth in the current operating plan of the District. The Company covenants that it shall abide by all rules, regulations, policies and directives developed and/or adopted by the Board, provided that such rules, regulations, policies and directives do not significantly increase the Company's cost of operations under this Agreement. The CEO shall resolve any and all disputes which may arise as to the

manner of performance and rate of progress of the services described in this Agreement and the advancement of the District's clean, safe and welcoming objectives.

9. Insurance. The Company shall, at its expense, provide and maintain the following primary insurance coverages during the term of this Agreement: (a) comprehensive general liability insurance; (b) automobile liability insurance; (c) workers' compensation coverage and employers' liability insurance; and (d) employee dishonesty or blanket fidelity crime coverage. Each such policy (except statutory workers' compensation coverage) shall have limits of not less than \$1 million per occurrence and \$3 million aggregate. In the event this coverage is "claims made" coverage and the Agreement is terminated or the insurance carrier changed, the Company shall purchase unlimited "tail coverage" for the benefit of the District. The Company shall not commence work under this Agreement until it provides the CEO with certificates evidencing each coverage for the insurance set forth in this paragraph, naming the Board and the District as additional insureds and evidencing that the insurance shall not be canceled unless the CEO receives 30 days prior written notice. The comprehensive general liability insurance and the employers' liability insurance policies shall include language or endorsements evidencing contractual liability which shall be shown on the certificates of insurance.

10. Repairing Damage. The Company shall, at its sole cost, promptly repair or replace any property damaged, scarred or disfigured by the Company, its employees or agents as a result of the Company's provision of services pursuant to this Agreement. Any costs incurred by the Company in performing its obligations under this paragraph shall not be reimbursable costs of operation.

11. Indemnity. The Company shall indemnify, defend and hold the District, the Board, its members, officers, employees, agents, contractors and subcontractors, harmless from and against any and all actions, claims, costs (including, without limitation, attorneys and consultants fees and court costs), demands, damages, expenses and liabilities arising from or related to this Agreement, including, without limitation any claim by Company employees or arising from acts or omissions of Company employees or claim for violations of any applicable federal, state or local laws, regulations, codes or ordinances but excepting acts or omissions due to the gross misconduct or gross negligence of the District. This indemnity shall survive termination of this Agreement.

12. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2027 and terminate at midnight on December 31, 2029. The Board may terminate this Agreement immediately upon written notice to the Company if the Company breaches this Agreement. Notwithstanding anything herein to the contrary, the Board may terminate this Agreement, without cause and in its sole discretion, upon 30 days prior written notice to the Company; in which

event, the obligations of both parties pursuant to this Agreement shall continue through the termination of this Agreement. The Company may not terminate this Agreement prior to expiration of its term.

13. Compensation. Upon full performance of the Company's obligations and covenants set forth in this Agreement, the Board shall pay compensation to the Company as follows.

(a) The Board shall reimburse the Company for all direct costs and expenses of the Company approved by the CEO and actually incurred by the Company for managing and operating the Clean Sweep Ambassadors Program described in the current operating plan of the District and this Agreement, including, but not limited to, wages, salaries, employee costs and benefits, equipment, supplies, transportation, insurance premiums, storage costs and uniform costs. (The Company's acquisition costs for equipment and vehicles purchased by it to service this Agreement shall be amortized over the normal useful life of such equipment and vehicles.) The Company's estimated costs of operation are set forth on Exhibit D attached hereto.

(b) In addition to reimbursing the Company for its direct costs of operation, the Board shall pay to the Company its fee for the management and operation of the Clean Sweep Ambassadors Program described in the current operating plan for the District and this Agreement as set forth on Exhibit D.

(c) The total costs and fees set forth on Exhibit D (\$ _____ in 2027, \$ _____ in 2028 and \$ _____ in 2029) shall be the maximum annual costs and fees to be paid by the Board to the Company. Without specific written authorization of the Board, the Company shall not be entitled to reimbursement for any costs that exceed the total costs and fees set forth on Exhibit D. Any costs and fees incurred by the Company during the term of the Agreement in excess of the total costs and fees specified on Exhibit D which are not approved in writing by the CEO shall be the sole obligation of the Company. The District hereby acknowledges and approves any reasonable annual increase in labor costs pursuant to the Company's agreement with the janitor's union, effective August 1 of each year during the term of this Agreement, provided that the Company provides written notice of such increased labor costs to the CEO as soon as possible and not later than 60 days prior to the effective date of such increase.

(d) Within five days of the first day of any calendar month during the term of this Agreement, the Company shall submit to the CEO bills, invoices or receipts for all reimbursable costs of operation actually incurred by it in the previous month and a bill for its fee in that month. The CEO may, in her sole discretion, verify all bills, invoices and receipts and reject any irregular or improper bill, invoice or receipt; provided that the CEO shall explain to the Company, in writing, the reason for rejection

of any bill, invoice or receipt. Within ten days following receipt of the Company's bills, invoices and receipts for any month, the CEO shall cause the Company to be reimbursed for all verified bills, invoices and receipts and for the Company's monthly fee.

(e) The Company shall maintain full, complete and accurate books of account and other records, including, without limitation, employee time cards, reflecting all costs and expenses actually incurred by it in connection with the Clean Sweep Ambassadors Program described in the initial and any subsequent operating plan for the District and in this Agreement. Such books of account and other records shall be maintained in accordance with generally accepted accounting principles. The Company shall provide to the Board, the CEO and their authorized representatives access, at all reasonable times, to all records, books of account, vouchers and other data and information in connection with the Clean Sweep Ambassador Program for the purpose of ascertaining the accuracy of the bills, invoices and receipts furnished to the District from time to time. Upon request of the Board or the CEO, the Company shall provide audited financial statements related to the Clean Sweep Ambassadors Program prepared by an independent certified public accountant. The Company shall be responsible for additional costs attributable to preparation of such audited financial statements only if the audit discloses inaccuracies or deficiencies to the extent of two (2) percent or greater in the Company's accounting practices.

14. Company as Independent Contractor. Nothing in this Agreement shall be deemed or construed as creating a partnership or joint venture between the parties or an employee/employer relationship between the parties. The relationship of the Company to the Board shall be that of an independent contractor. The Company shall be solely responsible for the requirements, selection, screening, continuing training, supervision and termination of all staff servicing this Agreement. The Company has the sole authority and responsibility to assign, evaluate, discipline and terminate its employees. However, the Company shall, in its sole discretion, promptly respond to and investigate any complaints about Company employee conduct and/or performance related to this Agreement. The Company shall employ experienced, competent and qualified personnel that meet the criteria to fulfill the role of Clean Sweep Ambassadors set forth in the current operating plan for the District.

15. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

16. Severability. The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.

17. No Waiver. No waiver of any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

Personally came before me this ___ day of _____, 2026, Tammy Babisch as Chair of the Board of Business Improvement District No. 21, to me known to be the person who executed the foregoing instrument and to me known to be such Chair of such board.

(_____)
Notary Public, State of Wisconsin
My commission _____

EXHIBIT A: Staffing and Cost Analysis Form

Please complete the following form indicating the hours, numbers and costs associated on an annual basis for all work specified in this Request for Proposals and Appendices. Please note that all costs shall be estimated on an ANNUAL basis, not for the entire term of the Agreement.

Daily power sweeping, vacuuming, cleaning, power washing and supporting special projects

Number of FTEs	_____ (1)
FTE Average Hourly Rate	\$_____ (2)
FTE Average Holiday and Vacation Hourly Rate	\$_____ (3)
Total Payroll Taxes and Benefits of FTEs (Including Worker's Compensation)	\$_____ (4)
Subtotal	\$_____ (5)
Average Loaded Hourly Pay Rate	\$_____ (6)

Salaries of Management and Support Personnel

Salary of Operations Manager	\$_____ (7)
Payroll Taxes and Benefits of Operations Manager (Including Workers' Compensation)	\$_____ (8)
Salary of Supervisors	\$_____ (9)
Payroll Taxes and Benefits of Supervisors (Including Workers' Compensation)	\$_____ (10)
Subtotal	\$_____ (11)

Equipment, Supplies, Uniforms, Transportation and Storage Costs

Manual Sidewalk/Riverwalk Maintenance Equipment	\$_____ (12)
Power Sweeping and Washing	\$_____ (13)
Cleaning Supplies	\$_____ (14)
Uniforms and Protective clothing	\$_____ (15)
Overhead for Uniform Fitting	\$_____ (16)
Office Costs	\$_____ (17)
Transportation:	
Number of Vehicles	_____ (18)
Cost per Vehicle	\$_____ (19)
Total Cost of Vehicles	\$_____ (20)
Additional Storage Space (If Required) Number of Square Feet	_____ (21)
Additional Storage Space (If Required) Cost per Square Foot	\$_____ (22)
Total Cost of additional storage space (If Required)	\$_____ (23)
Subtotal	\$_____ (24)
<u>TOTALS</u>	
Total Number of FTEs	\$_____ (25)
Total Cost of Operations: =	\$_____ (26)

Exhibit B: Job Classifications and Pay Rates

Please list the type and number of all employees including supervisors required to fulfill each of the areas of "Work" as defined in this Request For Proposals and Appendices. Also list the hourly pay rates for each type of employee and each job classification and the shift differential, if any, for overtime, weekend and holiday pay.

Exhibit C: Equipment Schedule

Please specify the following information for each proposed piece of equipment required to perform the Work specified in this Request For Proposals. Please prepare on a spreadsheet format:

1. Model name and number
2. Quantity
3. Unit cost
4. Average life expectancy when maintained in a first-class manner
5. Amortization schedule for a period not to exceed five years
6. Subtotal of the first year proposed itemized equipment amortization – cost shall equal the figure entered in Exhibit D.
7. Equipment Purpose

Exhibit D: Annual Costs of Operation and Company Fee

COSTS OF OPERATION

- Salaries, Benefits, Payroll Taxes and Workers Compensation:
 - Operations Manager \$_____(A)
 - Supervisors \$_____(B)
 - Workers \$_____(C)
- Company's Fee:
 - Overhead \$_____(D)
 - Profit \$_____(E)
- Sub-Total \$_____(F)
- Uniforms (Workers and Supervisors)
(Includes fitting, maintenance, cleaning, replacement) \$_____(G)
- Supplies \$_____(H)
- Equipment \$_____(I)
- Office Costs \$_____(J)
- Transportation \$_____(K)
- Storage Space \$_____(L)
- Other Costs (Please explain on separate attachment) \$_____(M)
- Total \$_____(N)
- Total Number of FTEs \$_____(O)

Exhibit E: Depictions of Downtown Dog Park and Vel R. Phillips Plaza

