

MILWAUKEE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

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BID 21

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REQUEST FOR PROPOSALS

LANDSCAPE AND HOLIDAY STREET DECOR PROGRAMS

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July 12, 2021

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## A. REQUEST FOR PROPOSALS

### I. DEFINITIONS

1. "The District" shall refer to the Milwaukee Downtown Business Improvement District 21 of the City of Milwaukee (see Appendix A for the boundaries of the District).

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2. "Landscape Program" shall refer to all aspects of administering, managing and providing the District's Landscape Program, as outlined in this document and all supporting Appendices and Exhibits.

3. "Holiday Street Decor Program" shall refer to all aspects of administering, managing and providing the District's Holiday Street Decor Program, as described in this document and all supporting Appendices and Exhibits.

4. "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.

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5. "Company" shall refer to that party selected by the District to provide the services set forth herein.

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6. "Agreement" shall refer to the contract to be executed between the Company and the District in accordance with these specifications (including the form of Agreements for Services attached hereto as Appendices C and D) and the Company's proposal submitted and accepted by the District, each of which shall be incorporated into the terms of the Agreement.

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7. "Work" shall refer to the landscaping tasks specified in Appendices C and D, performed by the Company, its employees and subcontractors, if any.

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8. "Change Order" shall refer to any modification to the Agreement signed by the Company and the District.

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9. "Costs of Operation" shall refer to all costs and expenses, approved by the District, of managing and operating the Landscape Program and/or the Holiday Street Decor 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, supplies, equipment, transportation, insurance coverage, storage space and the furnishing, cleaning, maintenance and replacement of uniforms.

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## II. BACKGROUND

The mission of the District is "to lead and inspire believers in Milwaukee to engage in efforts that build Downtown as the thriving, sustainable, innovative and vibrant heart of the community". The District's vision is "to be an economic catalyst. . ." causing Downtown to emerge as a premier destination of choice and Milwaukee to become a renowned world-class region.

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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. 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 landscape and holiday street decor services under new Agreements as of January 1, 2022.

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## III. THE OPPORTUNITY

### A. Introduction

The District seeks to enter into Agreement(s) with the successful Proposer(s) to operate the Landscape Program and the Holiday Street Decor Program comprised of landscape and holiday street decor services within the boundaries of the District as outlined in the form of Agreements attached hereto as Appendices C and D. 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. A previous inventory of areas landscaped and maintained by the District in the past is attached hereto as Appendix E. However, the Proposer should undertake its own inventory of current conditions. The Agreement will specify the approximate landscape services to be provided as mutually agreed by the District and the successful Proposer.

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Through this Request for Proposals, the District is seeking: a) statements of qualifications from experienced companies which can provide a full complement of landscaping and/or holiday street decor services, b) detailed proposals for the operation of a proposed landscape and/or holiday street decor program and c) evidence that the Company will advance the philosophical goals of the District's clean, safe and friendly objectives.

## **B. Services**

The services to be provided by the successful Proposer(s) to implement a Landscape Program and a Holiday Street Decor Program pursuant to the terms of the Agreements shall include the following:

### LANDSCAPE PROGRAM

- (a) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners (the parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;
- (b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;
- (c) At the sole option of the CEO of the District, replacing some or all summer flowers and plants pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.
- (d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;
- (e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;
- (f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).
- (g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;
- (h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

**ALL PLANTINGS AND DISPLAYS MUST BE APPROVED BY THE DISTRICT'S CEO PRIOR TO INSTALLATION.**

#### HOLIDAY STREET DECOR PROGRAM

(a) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

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 Landscape Program and/or the Holiday Street Décor 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 Landscape Program and the Holiday Street Decor Program, and shall meet weekly with the Company during the seasons in which landscape and/or holiday street decor services are to be provided. 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 friendly goals.

The District has one central office/headquarters. The Company's Operations Manager shall serve as the Director of the 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

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**Deleted:** (a) → Initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all publicly owned pots, planters and tree wells in public rights of way within the District, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners; ¶

→ (b) → Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District; ¶

→ (c) → At the sole option of the District, replacing all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate; ¶

→ (d) → Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of the Agreement and in no event less than twice per week throughout each season; ¶

→ (e) → Daily monitoring and maintenance of all flower displays within the District through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate; ¶

→ (f) → Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the State Street Bridge; ¶

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in or adjacent to the District for the storage and maintenance of all equipment and materials and for the mobilization of employees required by either Program.

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The District will also enter into contracts for a Public Service Ambassador Program and a Clean Sweep Ambassador 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 Landscape 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 pre-proposal conference was held on Monday, July 12, 2021 at 10:00 a.m. via ZOOM.

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#### B) Pre-Qualification Phase

The District considered proposals submitted July 12, 2021 by all interested Proposers that demonstrated basic qualifications to manage and operate the Landscape Program and/or Holiday Street Decor Program.

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#### C) Proposals

The District is now requesting 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 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 are due in the office of

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

on Monday, August 16, 2021 no later than noon. The District reserves the right to reject any proposal received after that time.

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3. Submission of Proposal:

- a. All proposals shall be submitted electronically and with two (2) hard copies.
- 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 the District prior to the final selection of the Company.

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(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 friendly.
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 Landscape Program [and/or the Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#).
11. Letters of recommendation from owners of properties served by the Proposer and other appropriate parties attesting to the Proposers and proposed Operations Manager's ability and competence in the operation and management of landscape [and holiday street decor](#) programs.
12. A statement indicating the Proposers 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.

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14. The District, in consultation with the Company, will specify for 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.

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(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 Landscape Program [and/or Holiday Street Decor 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 friendly 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, 2022, and terminating on December 31, 2024, which may, by mutual consent, be extended for additional terms of one (1)

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year each. The District reserves the right to terminate the Agreement(s) without cause upon thirty (30) days written notice.

In any such extension of any 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.

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## VII. COMPENSATION OF COMPANY

Compensation of the Company for the management and operation of the Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor Program, and to operate the Landscape Program and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#), including but not limited to the following:

A. Operations

1. The Company will be responsible for the provision of the comprehensive Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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 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 friendly 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 friendly objectives of the District.

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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 Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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
- [Cyber Security Coverage](#)

Each of the above (except statutory workers' compensation coverage) shall have limits of at least \$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 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(s), 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.

APPENDIX A  
DISTRICT MAP

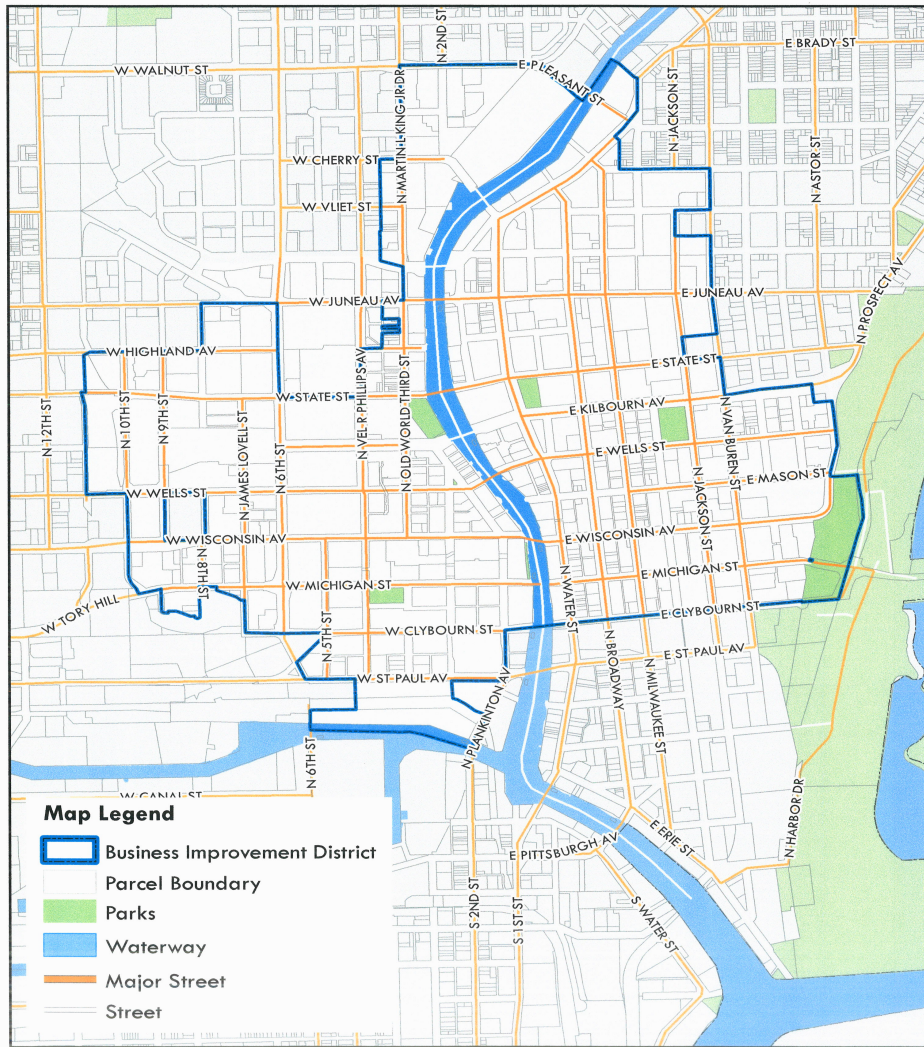
## Exhibit A

### 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  
Sources: City of Milwaukee Information Technology Management Division;  
Dept. of City Development Commercial Corridors Team

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APPENDIX B  
TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

## **APPENDIX B**

### TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

<u>Monday, July 12, 2021</u> 10:00 a.m.	Pre-Proposal Conference via <b>ZOOM</b> Reinhart Boerner Van Deuren s.c. 1000 North Water Street, Suite 1700 Milwaukee, WI 53202	<div>Deleted: Tuesday</div> <div>Deleted: May 5</div> <div>Deleted: 09</div> <div>Formatted: Indent: Left: 2", First line: 0.5"</div>
Monday, <u>July 12, 2021</u> Noon	Request for Qualifications due to Deborah C. Tomczyk	<div>Deleted: May</div> <div>Deleted: 09</div>
<u>Monday, August 16, 2021</u> 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	<div>Deleted: Friday</div> <div>Deleted: May 22</div> <div>Deleted: 09</div>
<u>End of August, 2021</u> ▼	Selected Proposers make presentations to District Subcommittee	<div>Deleted: Wednesday, May 27, 2009</div> <div>Deleted: afternoon</div>
<u>September, 2021</u>	Proposer(s) selected/Agreement negotiated	<div>Deleted: June</div> <div>Deleted: 09</div>

APPENDIX C

| PROPOSED FORM OF AGREEMENT FOR SERVICES [FOR LANDSCAPING](#)

Exhibit A

Boundaries of Business Improvement District No. 21

AGREEMENT FOR SERVICES  
(Landscaping)

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

RECITALS

The Board and the Company acknowledge the following:

A. On or about June 14, 2021, the Board circulated a Request for Qualifications for its Landscape Program (the "RFQ") inviting third parties to submit their qualifications for the provision of seasonal landscaping services within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" objectives of the District, all as set forth in the District's initial operating plan adopted by resolution no. 70900 of the Common Council of the City of Milwaukee dated October 14, 1997. On or about \_\_\_\_\_, 2021, the Board solicited a responsive proposal from the Company to provide certain seasonal landscaping services set forth below and in the Company's proposals.

B. The Board and the Company now enter into this Agreement for Services (Landscaping) to specify the terms upon which the Company will provide certain seasonal landscaping to the District.

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) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners. The parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;

(b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;

(c) At the sole option of the chief executive officer of the District (the "CEO"), replacing some or all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.

(d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;

(e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;

(f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).

(g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;

(h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

## 2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the CEO. The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during any planting, pre-planting or holiday seasons and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

## 3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, flowers and plants necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all plantings and displays must be approved by the CEO prior to installation.**

(b) Plantings. The Company shall provide sufficient summer and fall flowers and plantings, as mutually acceptable to the Company and the CEO, to complete initial planting of publicly owned pots, planters (including, but not limited to, 24 bike planter units), tree wells, specified privately owned pots, hanging planters along the riverwalk system within the District Boundaries. In addition, during each season throughout the term of this Agreement, the Company agrees to provide, plant and service for the District up to an additional 15 percent of the initial number of flowers and plants planted pursuant to this Agreement to replace damaged or destroyed flowers and plants. Designs for the summer color, fall color and holiday decorations displays shall be subject to review and approval by the CEO. In the event that DPW provides flowers and plants to the District, at no cost to either the District or the Company, for planting of publicly owned pots, planters and tree wells in public rights of way within the District Boundaries, the Company shall discount its services

provided under this Agreement and reduce the costs charged to the District pursuant to Section 12 and Exhibit C below by the fair market value of any flowers and/or plants provided by DPW.

(c) Hanging Planters. The Company will make available for purchase, by individual property owners, the Milwaukee Riverwalk District, Inc. or the District, new hanging planters (similar in quality and design with hanging planters currently used along the riverwalk system) at the price of \$333.00 per hanging planter. Such price shall include all costs related to the purchase of the hanging planters and hardware (\$ ) and all costs related to the liners, soil, flowers, plantings and installation of a new hanging planter on an existing pole along the riverwalk system (\$ ).

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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, and (e) cyber-security 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 "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.

9. Repairing Damage. The Company shall, at its sole cost, promptly repair or replace any property damaged, carried 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing landscaping services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of landscaping operations shall be \$\_\_\_\_\_ in 2022, \$\_\_\_\_\_ in 2023 and \$\_\_\_\_\_ in 2024, as set forth on the payment schedule attached hereto as Exhibit C, which shall be the maximum annual costs to be paid by the Board to the Company for landscaping, provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement and provided that, at the CEO's sole option, the CEO may elect to have the Court of Honor landscaped in a manner similar to past years at an annual cost of \$\_\_\_\_\_ per year. Without specific written authorization of the CEO, the Company cannot exceed the total landscaping costs set forth in this Subsection. Any costs for landscaping incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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 the Company in the previous 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 fifteen 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.

(c) 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 providing landscaping services as described in the current operating plan of 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 provision of landscaping services to the District 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 provision of landscaping services to the District prepared by an independent certified public accountant. The

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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 percent or greater in the Company's accounting practices.

13. Company as Independent Contractor. Nothing in this Agreement shall be deemed or construed as creating 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States Registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

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To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

19. Successors and Assigns. The Board may assign its interest in this Agreement at any time, provided that it notifies the Company of such assignment within a reasonable time thereof. The Company may not assign its interest in this Agreement to any party, whether by operation of law or otherwise, without the prior written consent of the Board which may be withheld in the Board's sole discretion. The Company may not subcontract all or any portion of its obligations under this Agreement without the prior written consent of the Board which may be withheld in the Board's sole discretion. The covenants and agreement herein contained shall bind and inure to the benefit of the parties and their permitted successors and assigns.

BOARD OF BUSINESS IMPROVEMENT DISTRICT NO. 21

BY \_\_\_\_\_  
Joseph Ullrich, Chair  
\_\_\_\_\_

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BY \_\_\_\_\_  
Its \_\_\_\_\_

State of Wisconsin )  
 ) ss  
Milwaukee County )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Joseph Ullrich 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.

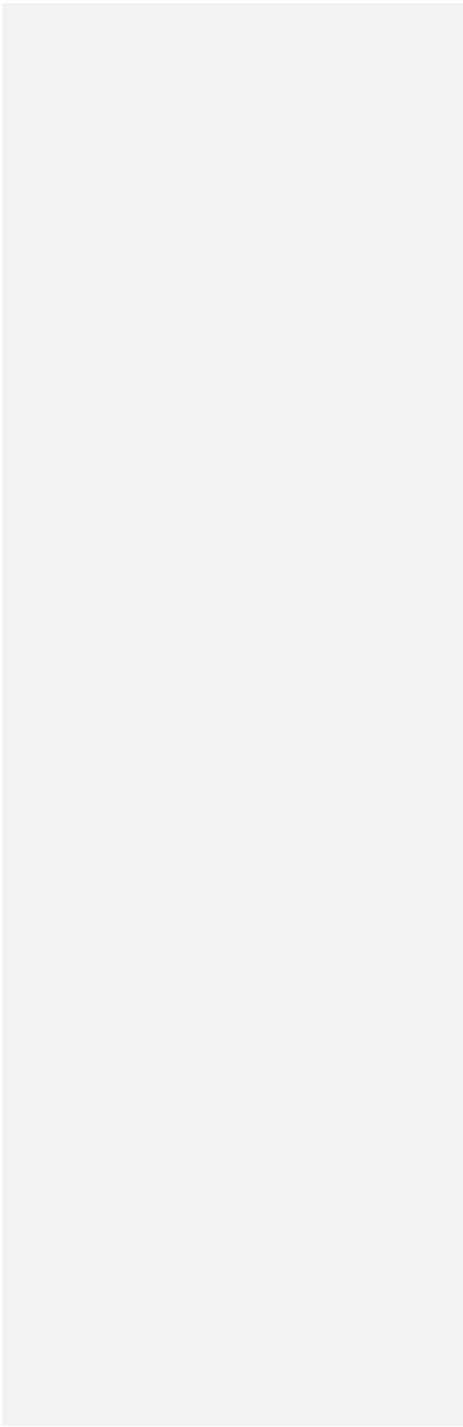
( \_\_\_\_\_ )  
 Notary Public, State of Wisconsin  
 My commission \_\_\_\_\_

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AUTHENTICATION

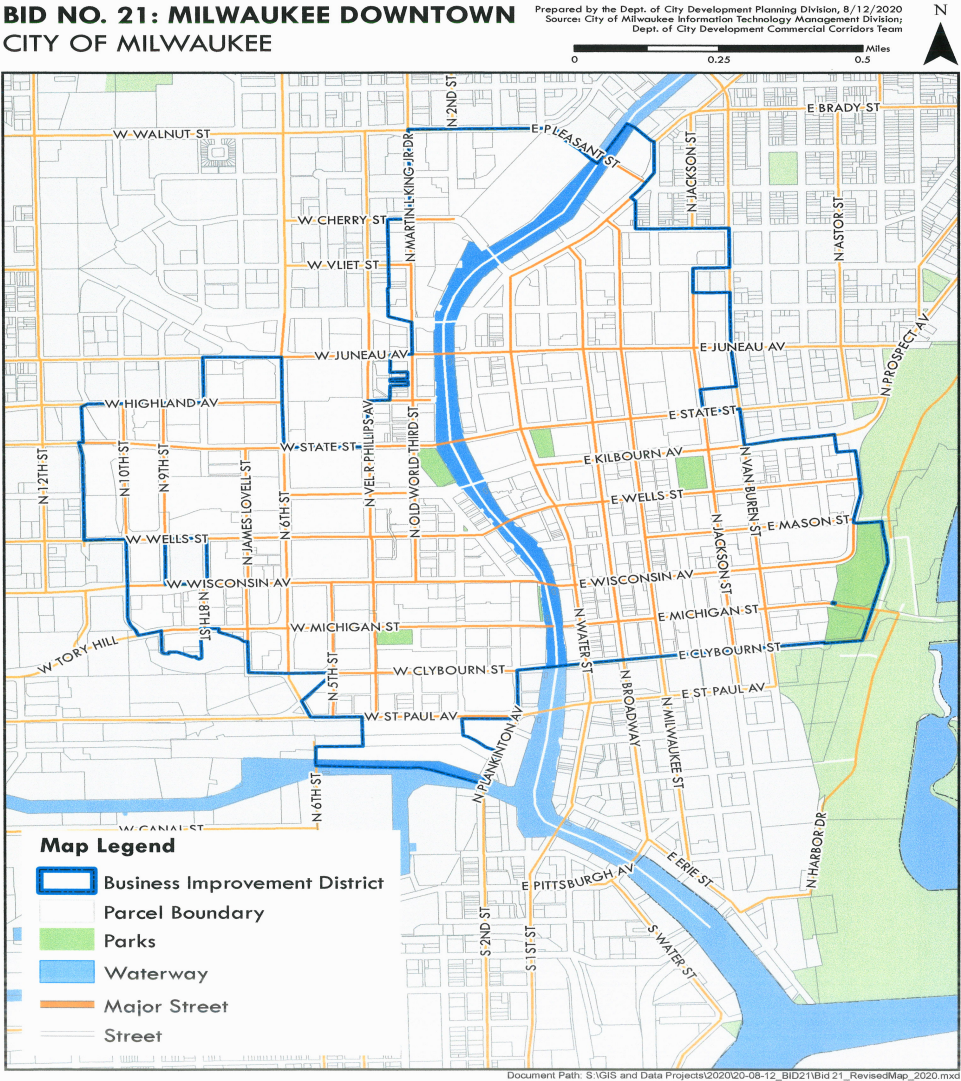
Signature of \_\_\_\_\_ authenticated  
on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Leborah C. Tomczyk



**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



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## EXHIBIT B

### Inventory of Landscape Bed/Planter/Container/Baskets

154 on-grade beds along Wisconsin Avenue, including 20 bike planter units

5 Bridge Planters

3 on Wells

2 on Wisconsin

11 planters at ASQ River Plaza

7 pots on Plankinton at Grand Avenue

18 pots on 2nd Street at Grand Avenue

8 on-grade beds for RACM between 4th and 5th on south side of Wisconsin Avenue.  
(NOTE: These 8 are included in the 154 total on Wisconsin Avenue. They are NOT 8  
additional beds.)

15 beds within the Court of Honor median on Wisconsin Avenue from 8th to 19th.

2 "landscape only" beds at 9th and Wisconsin. (Landscaping Maintenance Only . . . no  
color program.)

5 on-grade beds for City of Milwaukee at the library, on Wisconsin Avenue between 8th and  
9th Street. (NOTE: These 5 are included in the 154 total on Wisconsin Avenue. They are  
NOT 5 additional beds.)

10 planters at Schlitz Park Riverwalk

Old World Third Street area

35 on-grade Tree Beds

9 steel pots

8 pots at Kilbourn and 3rd (Calderone Club)

8 pots at 3rd and Wells

11 pots at area around 2nd/Wells/Plankinton

24 steel pots at Michigan and Plankinton

5 pots at Michigan and 3rd Street (Courtyard by Marriott)

[2 pots on Broadway at Wisconsin Avenue](#)

[2 pots on Broadway at Mason Street](#)

[1 pot on 3rd at Wisconsin Avenue](#)

[22 planters inset into the Riverwalk \(west side only\)](#)

[2 pots to be relocated to District Information Kiosk at 210 West Wisconsin Avenue](#)

[60 Hanging Baskets along Riverwalk](#)

[2 pots on 5th Street between St. Paul and Michigan at Stone Creek Coffee](#)

[3 street beds at 833 East Michigan](#)

[4 street beds on west side of Broadway, north of Wisconsin at 250 Plaza](#)

[3 pots on east side of Broadway, north of Michigan at 600-612 North Broadway](#)

APPENDIX D

PROPOSED FORM OF AGREEMENT FOR SERVICES  
FOR HOLIDAY STREET DECOR

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**AGREEMENT FOR SERVICES**  
**(Holiday Street Decor)**

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

**RECITALS**

The Board and the Company acknowledge the following:

A. In summer of 2012, the Board solicited proposals to provide holiday street decor within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" 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.

B. The Board and the Company now enter into this Agreement for Services (Holiday Street Decor) to specify the terms upon which the Company would provide certain holiday street decor installation services to the District.

**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) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the chief executive officer of the District or such other persons designated by the Board (collectively, the "CEO"). The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during the year end holiday season and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, and holiday street decor necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all holiday street decor must be approved by the CEO prior to installation.**

(b) Holiday Street Decor. The Company shall provide holiday street decor, as mutually acceptable to the Company and the CEO, to decorate Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each annual holiday season.

(c) Zeidler Park Holiday Lights Program. The Company shall continue to administer the Zeidler Park Holiday Decor and associated install/de-stall servicing consistent with past practice and as set forth on the attached Exhibit B.

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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; (d) employee dishonesty or blanket fidelity crime coverage; and (e) cyber-security 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.

9. 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing holiday decor services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of holiday decor operations shall be \$ \_\_\_\_\_ in 2021, \$ \_\_\_\_\_ in 2022 and \$ \_\_\_\_\_ in 2023, which shall be the maximum annual costs to be paid by the Board to the Company for holiday decor (including the Zeidler Park Holiday Lights Program), provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement. Without specific written authorization of the Board, the Company cannot exceed the total holiday decor costs set forth in this Subsection. Any costs for holiday decor incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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. 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 fifteen 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.

(c) 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 providing holiday decor services as described in the current operating plan of 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 provision of holiday decor services to the District 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 provision of holiday decor services to the District 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 percent or greater in the Company's accounting practices.

13. 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

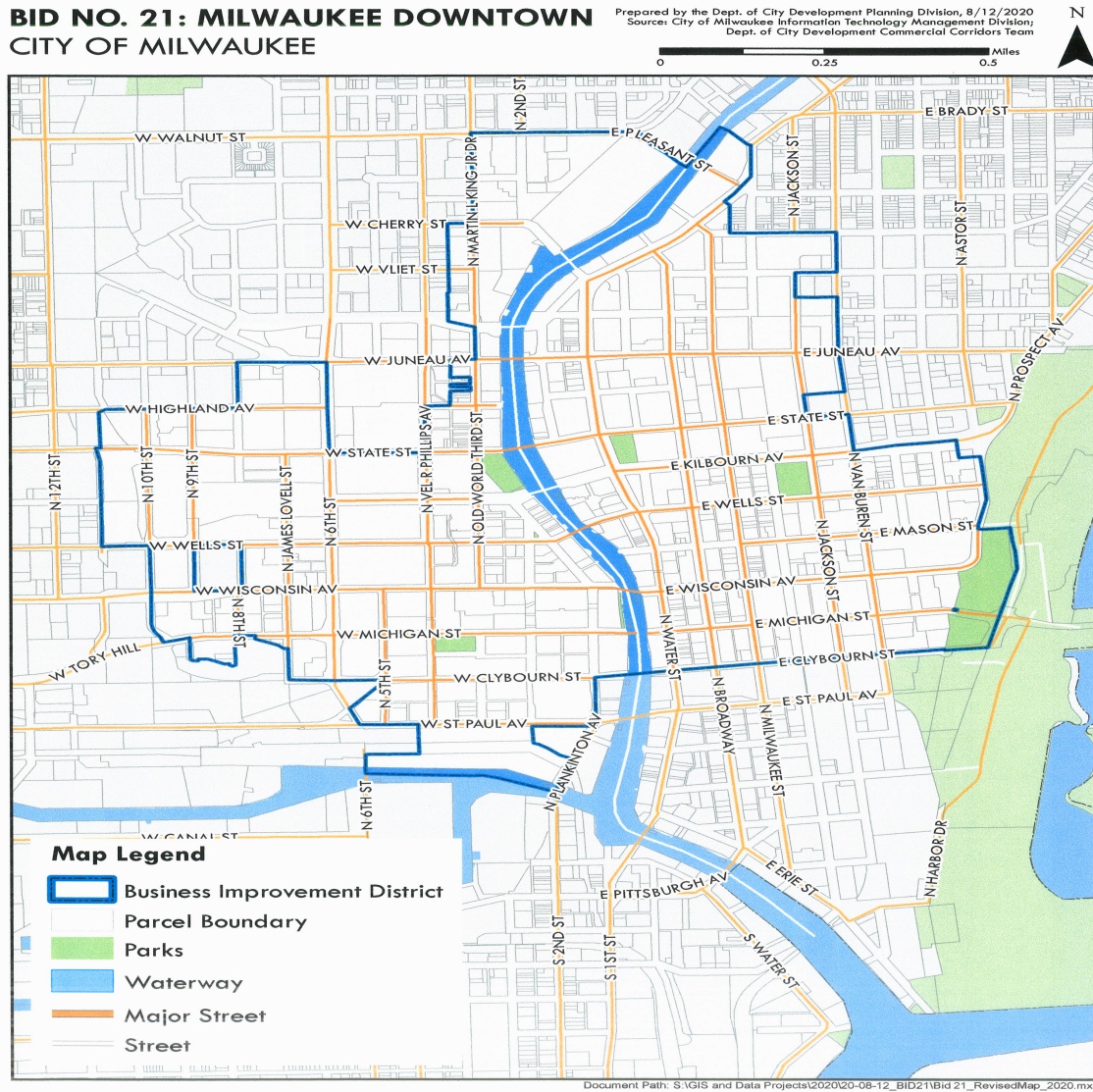


Exhibit A

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



|

APPENDIX [E](#)

CURRENT INVENTORY OF LANDSCAPED AREAS

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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 during Labor Costs**

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)
Landscape Equipment	\$_____(13)
Landscape 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)
<b><u>TOTALS</u></b>	
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)

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Page 27: [2] Deleted	Deborah C. Tomczyk	7/9/21 11:08:00 AM

MILWAUKEE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

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BID 21

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REQUEST FOR PROPOSALS

LANDSCAPE AND HOLIDAY STREET DECOR PROGRAMS

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July 12, 2021

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### EXHIBITS

A.	Staffing and Cost Analysis Form
B.	Job Classifications and Pay Rates
C.	Equipment Schedule
D.	Annual Costs of Operations and Company Fee

## A. REQUEST FOR PROPOSALS

### I. DEFINITIONS

1. "The District" shall refer to the Milwaukee Downtown Business Improvement District 21 of the City of Milwaukee (see Appendix A for the boundaries of the District).
2. "Landscape Program" shall refer to all aspects of administering, managing and providing the District's Landscape Program, as outlined in this document and all supporting Appendices and Exhibits.
3. "Holiday Street Decor Program" shall refer to all aspects of administering, managing and providing the District's Holiday Street Decor Program, as described in this document and all supporting Appendices and Exhibits.
4. "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.
5. "Company" shall refer to that party selected by the District to provide the services set forth herein.
6. "Agreement" shall refer to the contract to be executed between the Company and the District in accordance with these specifications (including the form of Agreements for Services attached hereto as Appendices C and D) and the Company's proposal submitted and accepted by the District, each of which shall be incorporated into the terms of the Agreement.
7. "Work" shall refer to the landscaping tasks specified in Appendices C and D, performed by the Company, its employees and subcontractors, if any.
8. "Change Order" shall refer to any modification to the Agreement signed by the Company and the District.
9. "Costs of Operation" shall refer to all costs and expenses, approved by the District, of managing and operating the Landscape Program and/or the Holiday Street Decor 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, supplies, equipment, transportation, insurance coverage, storage space and the furnishing, cleaning, maintenance and replacement of uniforms.

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## II. BACKGROUND

The mission of the District is "to lead and inspire believers in Milwaukee to engage in efforts that build Downtown as the thriving, sustainable, innovative and vibrant heart of the community". The District's vision is "to be an economic catalyst. . ." causing Downtown to emerge as a premier destination of choice and Milwaukee to become a renowned world-class region.

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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. 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 landscape and holiday street decor services under new Agreements as of January 1, 2022.

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## III. THE OPPORTUNITY

### A. Introduction

The District seeks to enter into Agreement(s) with the successful Proposer(s) to operate the Landscape Program and the Holiday Street Decor Program comprised of landscape and holiday street decor services within the boundaries of the District as outlined in the form of Agreements attached hereto as Appendices C and D. 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. A previous inventory of areas landscaped and maintained by the District in the past is attached hereto as Appendix E. However, the Proposer should undertake its own inventory of current conditions. The Agreement will specify the approximate landscape services to be provided as mutually agreed by the District and the successful Proposer.

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Through this Request for Proposals, the District is seeking: a) statements of qualifications from experienced companies which can provide a full complement of landscaping and/or holiday street decor services, b) detailed proposals for the operation of a proposed landscape and/or holiday street decor program and c) evidence that the Company will advance the philosophical goals of the District's clean, safe and friendly objectives.



## B. Services

The services to be provided by the successful Proposer(s) to implement a Landscape Program and a Holiday Street Decor Program pursuant to the terms of the Agreements shall include the following:

### LANDSCAPE PROGRAM

- (a) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners (the parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;
- (b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;
- (c) At the sole option of the CEO of the District, replacing some or all summer flowers and plants pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.
- (d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;
- (e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;
- (f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).
- (g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;
- (h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

**ALL PLANTINGS AND DISPLAYS MUST BE APPROVED BY THE DISTRICT'S CEO PRIOR TO INSTALLATION.**

#### HOLIDAY STREET DECOR PROGRAM

(a) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

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 Landscape Program and/or the Holiday Street Décor 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 Landscape Program and the Holiday Street Decor Program, and shall meet weekly with the Company during the seasons in which landscape and/or holiday street decor services are to be provided. 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 friendly goals.

The District has one central office/headquarters. The Company's Operations Manager shall serve as the Director of the 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

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→ (b) → Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District; ¶

→ (c) → At the sole option of the District, replacing all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate; ¶

→ (d) → Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of the Agreement and in no event less than twice per week throughout each season; ¶

→ (e) → Daily monitoring and maintenance of all flower displays within the District through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate; ¶

→ (f) → Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the State Street Bridge; ¶

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in or adjacent to the District for the storage and maintenance of all equipment and materials and for the mobilization of employees required by either Program.

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The District will also enter into contracts for a Public Service Ambassador Program and a Clean Sweep Ambassador 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 Landscape 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 pre-proposal conference was held on Monday, July 12, 2021 at 10:00 a.m. via ZOOM.

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#### B) Pre-Qualification Phase

The District considered proposals submitted July 12, 2021 by all interested Proposers that demonstrated basic qualifications to manage and operate the Landscape Program and/or Holiday Street Decor Program.

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#### C) Proposals

The District is now requesting 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 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 are due in the office of

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

on Monday, August 16, 2021 no later than noon. The District reserves the right to reject any proposal received after that time.

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3. Submission of Proposal:

- a. All proposals shall be submitted electronically and with two (2) hard copies.
- 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 the District prior to the final selection of the Company.

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(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 friendly.
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 Landscape Program [and/or the Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#).
11. Letters of recommendation from owners of properties served by the Proposer and other appropriate parties attesting to the Proposers and proposed Operations Manager's ability and competence in the operation and management of landscape [and holiday street decor](#) programs.
12. A statement indicating the Proposers 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.

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14. The District, in consultation with the Company, will specify for 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.

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(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 Landscape Program [and/or Holiday Street Decor 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 friendly 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, 2022, and terminating on December 31, 2024, which may, by mutual consent, be extended for additional terms of one (1)

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year each. The District reserves the right to terminate the Agreement(s) without cause upon thirty (30) days written notice.

In any such extension of any 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.

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## VII. COMPENSATION OF COMPANY

Compensation of the Company for the management and operation of the Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor Program, and to operate the Landscape Program and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#), including but not limited to the following:

A. Operations

1. The Company will be responsible for the provision of the comprehensive Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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 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 friendly 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 friendly objectives of the District.

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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 Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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
- [Cyber Security Coverage](#)

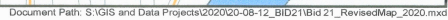
Each of the above (except statutory workers' compensation coverage) shall have limits of at least \$1 million per occurrence and \$3 million aggregate. In the event this coverage is "claims made" coverage and the Agreement is terminated or the insurance carrier changed, the Company shall purchase unlimited "tail coverage" for the benefit of the District. The 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(s), 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.

APPENDIX A  
DISTRICT MAP



APPENDIX B  
TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

## **APPENDIX B**

### **TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS**

<u>Monday, July 12, 2021</u> 10:00 a.m.	Pre-Proposal Conference via <b>ZOOM</b> Reinhart Boerner Van Deuren s.c. 1000 North Water Street, Suite 1700 Milwaukee, WI 53202	<div>Deleted: Tuesday</div> <div>Deleted: May 5</div> <div>Deleted: 09</div> <div>Formatted: Indent: Left: 2", First line: 0.5"</div>
Monday, <u>July 12, 2021</u> Noon	Request for Qualifications due to Deborah C. Tomczyk	<div>Deleted: May</div> <div>Deleted: 09</div>
<u>Monday, August 16, 2021</u> 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	<div>Deleted: Friday</div> <div>Deleted: May 22</div> <div>Deleted: 09</div>
<u>End of August, 2021</u> ▼	Selected Proposers make presentations to District Subcommittee	<div>Deleted: Wednesday, May 27, 2009</div> <div>Deleted: afternoon</div>
<u>September, 2021</u>	Proposer(s) selected/Agreement negotiated	<div>Deleted: June</div> <div>Deleted: 09</div>

APPENDIX C

| PROPOSED FORM OF AGREEMENT FOR SERVICES [FOR LANDSCAPING](#)

Exhibit A

Boundaries of Business Improvement District No. 21

AGREEMENT FOR SERVICES  
(Landscaping)

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

RECITALS

The Board and the Company acknowledge the following:

A. On or about June 14, 2021, the Board circulated a Request for Qualifications for its Landscape Program (the "RFQ") inviting third parties to submit their qualifications for the provision of seasonal landscaping services within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" objectives of the District, all as set forth in the District's initial operating plan adopted by resolution no. 70900 of the Common Council of the City of Milwaukee dated October 14, 1997. On or about \_\_\_\_\_, 2021, the Board solicited a responsive proposal from the Company to provide certain seasonal landscaping services set forth below and in the Company's proposals.

B. The Board and the Company now enter into this Agreement for Services (Landscaping) to specify the terms upon which the Company will provide certain seasonal landscaping to the District.

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) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners. The parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;

(b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;

(c) At the sole option of the chief executive officer of the District (the "CEO"), replacing some or all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.

(d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;



(e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;

(f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).

(g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;

(h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

## 2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the CEO. The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during any planting, pre-planting or holiday seasons and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

## 3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, flowers and plants necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all plantings and displays must be approved by the CEO prior to installation.**

(b) Plantings. The Company shall provide sufficient summer and fall flowers and plantings, as mutually acceptable to the Company and the CEO, to complete initial planting of publicly owned pots, planters (including, but not limited to, 24 bike planter units), tree wells, specified privately owned pots, hanging planters along the riverwalk system within the District Boundaries. In addition, during each season throughout the term of this Agreement, the Company agrees to provide, plant and service for the District up to an additional 15 percent of the initial number of flowers and plants planted pursuant to this Agreement to replace damaged or destroyed flowers and plants. Designs for the summer color, fall color and holiday decorations displays shall be subject to review and approval by the CEO. In the event that DPW provides flowers and plants to the District, at no cost to either the District or the Company, for planting of publicly owned pots, planters and tree wells in public rights of way within the District Boundaries, the Company shall discount its services

provided under this Agreement and reduce the costs charged to the District pursuant to Section 12 and Exhibit C below by the fair market value of any flowers and/or plants provided by DPW.

(c) Hanging Planters. The Company will make available for purchase, by individual property owners, the Milwaukee Riverwalk District, Inc. or the District, new hanging planters (similar in quality and design with hanging planters currently used along the riverwalk system) at the price of \$333.00 per hanging planter. Such price shall include all costs related to the purchase of the hanging planters and hardware (\$ ) and all costs related to the liners, soil, flowers, plantings and installation of a new hanging planter on an existing pole along the riverwalk system (\$ ).

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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, and (e) cyber-security 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 "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.

9. Repairing Damage. The Company shall, at its sole cost, promptly repair or replace any property damaged, carried 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing landscaping services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of landscaping operations shall be \$\_\_\_\_\_ in 2022, \$\_\_\_\_\_ in 2023 and \$\_\_\_\_\_ in 2024, as set forth on the payment schedule attached hereto as Exhibit C, which shall be the maximum annual costs to be paid by the Board to the Company for landscaping, provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement and provided that, at the CEO's sole option, the CEO may elect to have the Court of Honor landscaped in a manner similar to past years at an annual cost of \$\_\_\_\_\_ per year. Without specific written authorization of the CEO, the Company cannot exceed the total landscaping costs set forth in this Subsection. Any costs for landscaping incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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 the Company in the previous 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 fifteen 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.

(c) 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 providing landscaping services as described in the current operating plan of 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 provision of landscaping services to the District 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 provision of landscaping services to the District prepared by an independent certified public accountant. The

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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 percent or greater in the Company's accounting practices.

13. Company as Independent Contractor. Nothing in this Agreement shall be deemed or construed as creating 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States Registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

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To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

19. Successors and Assigns. The Board may assign its interest in this Agreement at any time, provided that it notifies the Company of such assignment within a reasonable time thereof. The Company may not assign its interest in this Agreement to any party, whether by operation of law or otherwise, without the prior written consent of the Board which may be withheld in the Board's sole discretion. The Company may not subcontract all or any portion of its obligations under this Agreement without the prior written consent of the Board which may be withheld in the Board's sole discretion. The covenants and agreement herein contained shall bind and inure to the benefit of the parties and their permitted successors and assigns.

BOARD OF BUSINESS IMPROVEMENT DISTRICT NO. 21

BY \_\_\_\_\_  
Joseph Ullrich, Chair

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BY \_\_\_\_\_  
Its \_\_\_\_\_

State of Wisconsin )  
 ) ss  
Milwaukee County )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Joseph Ullrich 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.

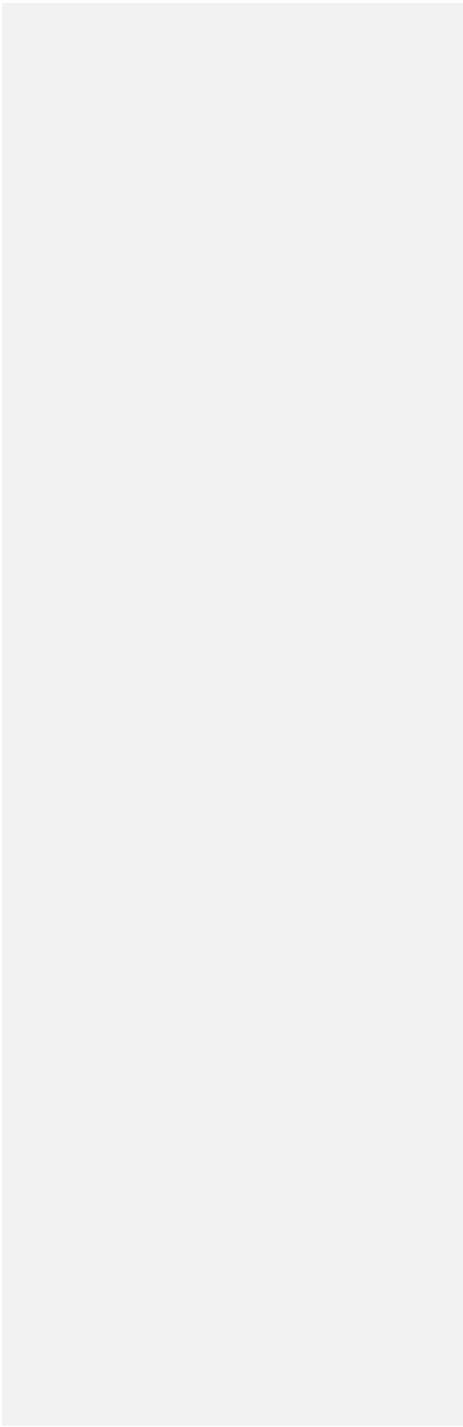
( \_\_\_\_\_ )  
 Notary Public, State of Wisconsin  
 My commission \_\_\_\_\_

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AUTHENTICATION

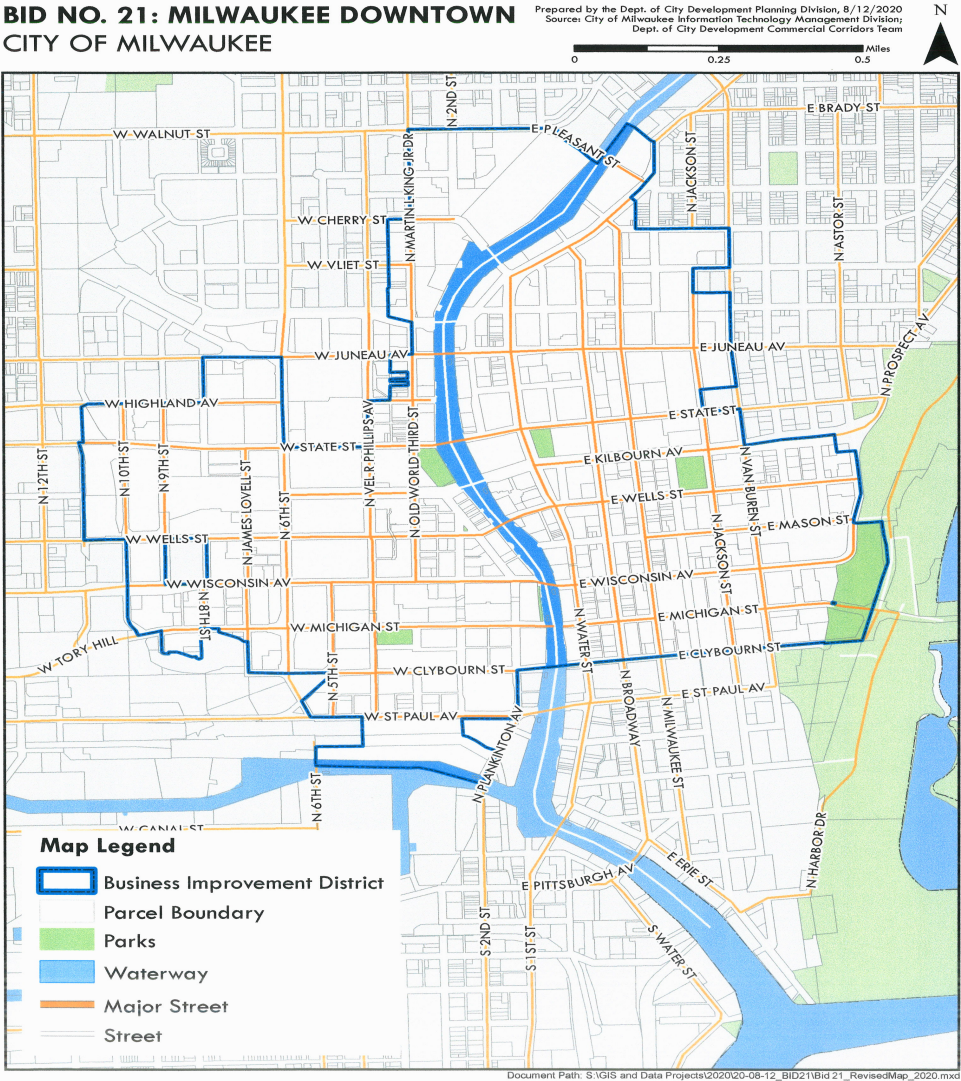
Signature of \_\_\_\_\_ authenticated  
on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Leborah C. Tomczyk



**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



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## EXHIBIT B

### Inventory of Landscape Bed/Planter/Container/Baskets

154 on-grade beds along Wisconsin Avenue, including 20 bike planter units

5 Bridge Planters

3 on Wells

2 on Wisconsin

11 planters at ASQ River Plaza

7 pots on Plankinton at Grand Avenue

18 pots on 2nd Street at Grand Avenue

8 on-grade beds for RACM between 4th and 5th on south side of Wisconsin Avenue.  
(NOTE: These 8 are included in the 154 total on Wisconsin Avenue. They are NOT 8  
additional beds.)

15 beds within the Court of Honor median on Wisconsin Avenue from 8th to 19th.

2 "landscape only" beds at 9th and Wisconsin. (Landscaping Maintenance Only . . . no  
color program.)

5 on-grade beds for City of Milwaukee at the library, on Wisconsin Avenue between 8th and  
9th Street. (NOTE: These 5 are included in the 154 total on Wisconsin Avenue. They are  
NOT 5 additional beds.)

10 planters at Schlitz Park Riverwalk

Old World Third Street area

35 on-grade Tree Beds

9 steel pots

8 pots at Kilbourn and 3rd (Calderone Club)

8 pots at 3rd and Wells

11 pots at area around 2nd/Wells/Plankinton

24 steel pots at Michigan and Plankinton

5 pots at Michigan and 3rd Street (Courtyard by Marriott)



[2 pots on Broadway at Wisconsin Avenue](#)

[2 pots on Broadway at Mason Street](#)

[1 pot on 3rd at Wisconsin Avenue](#)

[22 planters inset into the Riverwalk \(west side only\)](#)

[2 pots to be relocated to District Information Kiosk at 210 West Wisconsin Avenue](#)

[60 Hanging Baskets along Riverwalk](#)

[2 pots on 5th Street between St. Paul and Michigan at Stone Creek Coffee](#)

[3 street beds at 833 East Michigan](#)

[4 street beds on west side of Broadway, north of Wisconsin at 250 Plaza](#)

[3 pots on east side of Broadway, north of Michigan at 600-612 North Broadway](#)

APPENDIX D

PROPOSED FORM OF AGREEMENT FOR SERVICES  
FOR HOLIDAY STREET DECOR

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**AGREEMENT FOR SERVICES**  
**(Holiday Street Decor)**

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

**RECITALS**

The Board and the Company acknowledge the following:

A. In summer of 2012, the Board solicited proposals to provide holiday street decor within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" 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.

B. The Board and the Company now enter into this Agreement for Services (Holiday Street Decor) to specify the terms upon which the Company would provide certain holiday street decor installation services to the District.

**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) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the chief executive officer of the District or such other persons designated by the Board (collectively, the "CEO"). The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during the year end holiday season and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, and holiday street decor necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all holiday street decor must be approved by the CEO prior to installation.**

(b) Holiday Street Decor. The Company shall provide holiday street decor, as mutually acceptable to the Company and the CEO, to decorate Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each annual holiday season.

(c) Zeidler Park Holiday Lights Program. The Company shall continue to administer the Zeidler Park Holiday Decor and associated install/de-stall servicing consistent with past practice and as set forth on the attached Exhibit B.

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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; (d) employee dishonesty or blanket fidelity crime coverage; and (e) cyber-security 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.

9. 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing holiday decor services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of holiday decor operations shall be \$ \_\_\_\_\_ in 2021, \$ \_\_\_\_\_ in 2022 and \$ \_\_\_\_\_ in 2023, which shall be the maximum annual costs to be paid by the Board to the Company for holiday decor (including the Zeidler Park Holiday Lights Program), provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement. Without specific written authorization of the Board, the Company cannot exceed the total holiday decor costs set forth in this Subsection. Any costs for holiday decor incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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. 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 fifteen 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.

(c) 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 providing holiday decor services as described in the current operating plan of 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 provision of holiday decor services to the District 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 provision of holiday decor services to the District 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 percent or greater in the Company's accounting practices.

13. 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.



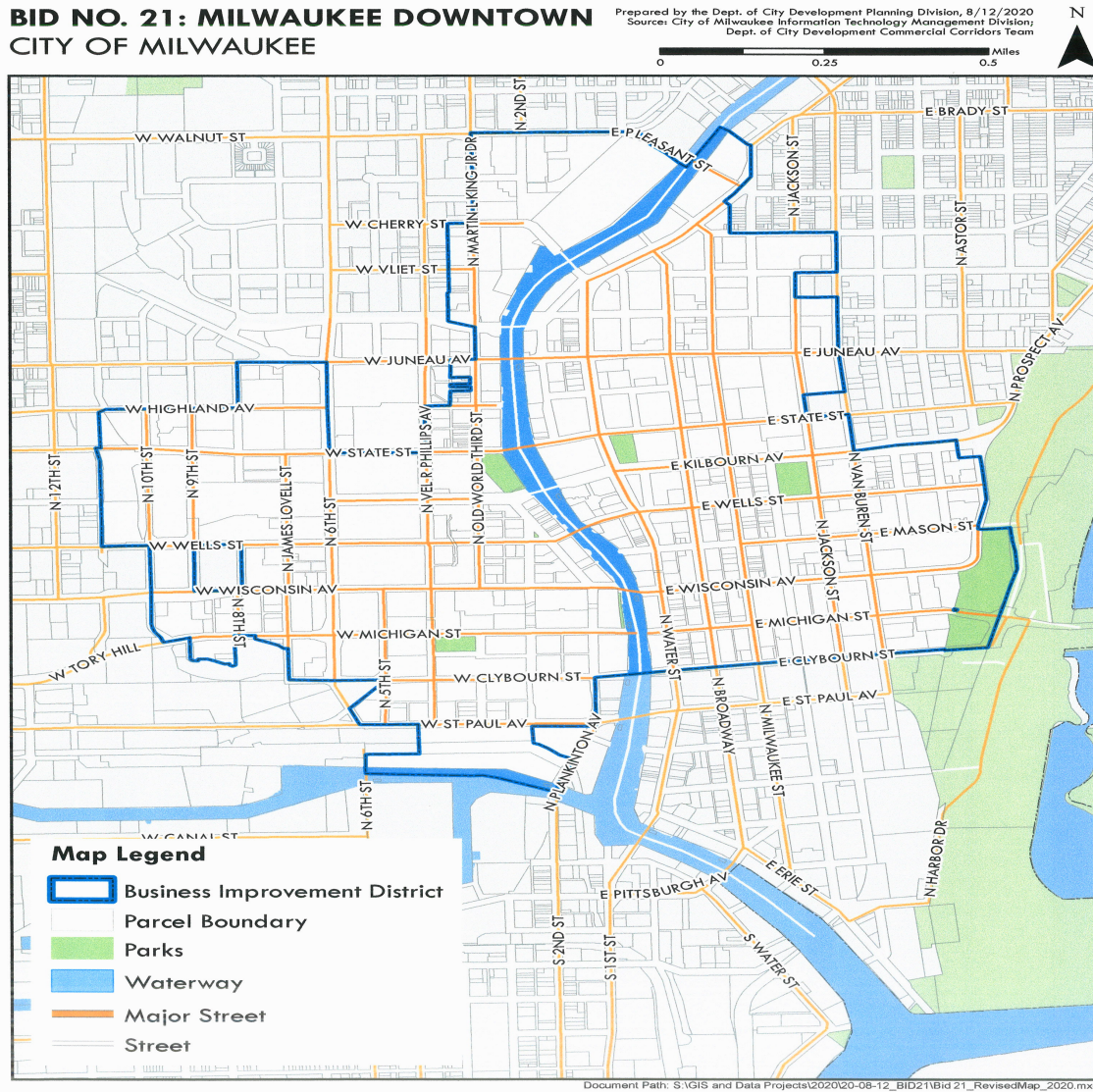


Exhibit A

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



|

APPENDIX [E](#)

CURRENT INVENTORY OF LANDSCAPED AREAS

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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 during Labor Costs**

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)
Landscape Equipment	\$_____(13)
Landscape 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)
<b><u>TOTALS</u></b>	
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)

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Page 27: [2] Deleted	Deborah C. Tomczyk	7/9/21 11:08:00 AM



MILWAUKEE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

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BID 21

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REQUEST FOR PROPOSALS

LANDSCAPE AND HOLIDAY STREET DECOR PROGRAMS

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July 12, 2021

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### EXHIBITS

A.	Staffing and Cost Analysis Form
B.	Job Classifications and Pay Rates
C.	Equipment Schedule
D.	Annual Costs of Operations and Company Fee

## A. REQUEST FOR PROPOSALS

### I. DEFINITIONS

1. "The District" shall refer to the Milwaukee Downtown Business Improvement District 21 of the City of Milwaukee (see Appendix A for the boundaries of the District).

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2. "Landscape Program" shall refer to all aspects of administering, managing and providing the District's Landscape Program, as outlined in this document and all supporting Appendices and Exhibits.

3. "Holiday Street Decor Program" shall refer to all aspects of administering, managing and providing the District's Holiday Street Decor Program, as described in this document and all supporting Appendices and Exhibits.

4. "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.

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5. "Company" shall refer to that party selected by the District to provide the services set forth herein.

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6. "Agreement" shall refer to the contract to be executed between the Company and the District in accordance with these specifications (including the form of Agreements for Services attached hereto as Appendices C and D) and the Company's proposal submitted and accepted by the District, each of which shall be incorporated into the terms of the Agreement.

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7. "Work" shall refer to the landscaping tasks specified in Appendices C and D, performed by the Company, its employees and subcontractors, if any.

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8. "Change Order" shall refer to any modification to the Agreement signed by the Company and the District.

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9. "Costs of Operation" shall refer to all costs and expenses, approved by the District, of managing and operating the Landscape Program and/or the Holiday Street Decor 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, supplies, equipment, transportation, insurance coverage, storage space and the furnishing, cleaning, maintenance and replacement of uniforms.

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## II. BACKGROUND

The mission of the District is "to lead and inspire believers in Milwaukee to engage in efforts that build Downtown as the thriving, sustainable, innovative and vibrant heart of the community". The District's vision is "to be an economic catalyst. . ." causing Downtown to emerge as a premier destination of choice and Milwaukee to become a renowned world-class region.

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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. 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 landscape and holiday street decor services under new Agreements as of January 1, 2022.

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## III. THE OPPORTUNITY

### A. Introduction

The District seeks to enter into Agreement(s) with the successful Proposer(s) to operate the Landscape Program and the Holiday Street Decor Program comprised of landscape and holiday street decor services within the boundaries of the District as outlined in the form of Agreements attached hereto as Appendices C and D. 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. A previous inventory of areas landscaped and maintained by the District in the past is attached hereto as Appendix E. However, the Proposer should undertake its own inventory of current conditions. The Agreement will specify the approximate landscape services to be provided as mutually agreed by the District and the successful Proposer.

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Through this Request for Proposals, the District is seeking: a) statements of qualifications from experienced companies which can provide a full complement of landscaping and/or holiday street decor services, b) detailed proposals for the operation of a proposed landscape and/or holiday street decor program and c) evidence that the Company will advance the philosophical goals of the District's clean, safe and friendly objectives.

## B. Services

The services to be provided by the successful Proposer(s) to implement a Landscape Program and a Holiday Street Decor Program pursuant to the terms of the Agreements shall include the following:

### LANDSCAPE PROGRAM

- (a) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners (the parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;
- (b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;
- (c) At the sole option of the CEO of the District, replacing some or all summer flowers and plants pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.
- (d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;
- (e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;
- (f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).
- (g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;
- (h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

**ALL PLANTINGS AND DISPLAYS MUST BE APPROVED BY THE DISTRICT'S CEO PRIOR TO INSTALLATION.**

#### HOLIDAY STREET DECOR PROGRAM

(a) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

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 Landscape Program and/or the Holiday Street Décor 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 Landscape Program and the Holiday Street Decor Program, and shall meet weekly with the Company during the seasons in which landscape and/or holiday street decor services are to be provided. 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 friendly goals.

The District has one central office/headquarters. The Company's Operations Manager shall serve as the Director of the 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

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**Deleted:** (a) → Initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all publicly owned pots, planters and tree wells in public rights of way within the District, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners; ¶

→ (b) → Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District; ¶

→ (c) → At the sole option of the District, replacing all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate; ¶

→ (d) → Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of the Agreement and in no event less than twice per week throughout each season; ¶

→ (e) → Daily monitoring and maintenance of all flower displays within the District through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate; ¶

→ (f) → Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the State Street Bridge; ¶

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in or adjacent to the District for the storage and maintenance of all equipment and materials and for the mobilization of employees required by either Program.

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The District will also enter into contracts for a Public Service Ambassador Program and a Clean Sweep Ambassador 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 Landscape 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 pre-proposal conference was held on Monday, July 12, 2021 at 10:00 a.m. via ZOOM.

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#### B) Pre-Qualification Phase

The District considered proposals submitted July 12, 2021 by all interested Proposers that demonstrated basic qualifications to manage and operate the Landscape Program and/or Holiday Street Decor Program.

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#### C) Proposals

The District is now requesting 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 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 are due in the office of

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

on Monday, August 16, 2021 no later than noon. The District reserves the right to reject any proposal received after that time.

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3. Submission of Proposal:

- a. All proposals shall be submitted electronically and with two (2) hard copies.
- 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 the District prior to the final selection of the Company.

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(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 friendly.
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 Landscape Program [and/or the Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#).
11. Letters of recommendation from owners of properties served by the Proposer and other appropriate parties attesting to the Proposers and proposed Operations Manager's ability and competence in the operation and management of landscape [and holiday street decor](#) programs.
12. A statement indicating the Proposers 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.

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14. The District, in consultation with the Company, will specify for 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.

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(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 Landscape Program [and/or Holiday Street Decor 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 friendly 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, 2022, and terminating on December 31, 2024, which may, by mutual consent, be extended for additional terms of one (1)

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year each. The District reserves the right to terminate the Agreement(s) without cause upon thirty (30) days written notice.

In any such extension of any 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.

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## VII. COMPENSATION OF COMPANY

Compensation of the Company for the management and operation of the Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor Program, and to operate the Landscape Program and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#), including but not limited to the following:

A. Operations

1. The Company will be responsible for the provision of the comprehensive Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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 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 friendly 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 friendly objectives of the District.

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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 Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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
- [Cyber Security Coverage](#)

Each of the above (except statutory workers' compensation coverage) shall have limits of at least \$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 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(s), 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.

APPENDIX A  
DISTRICT MAP

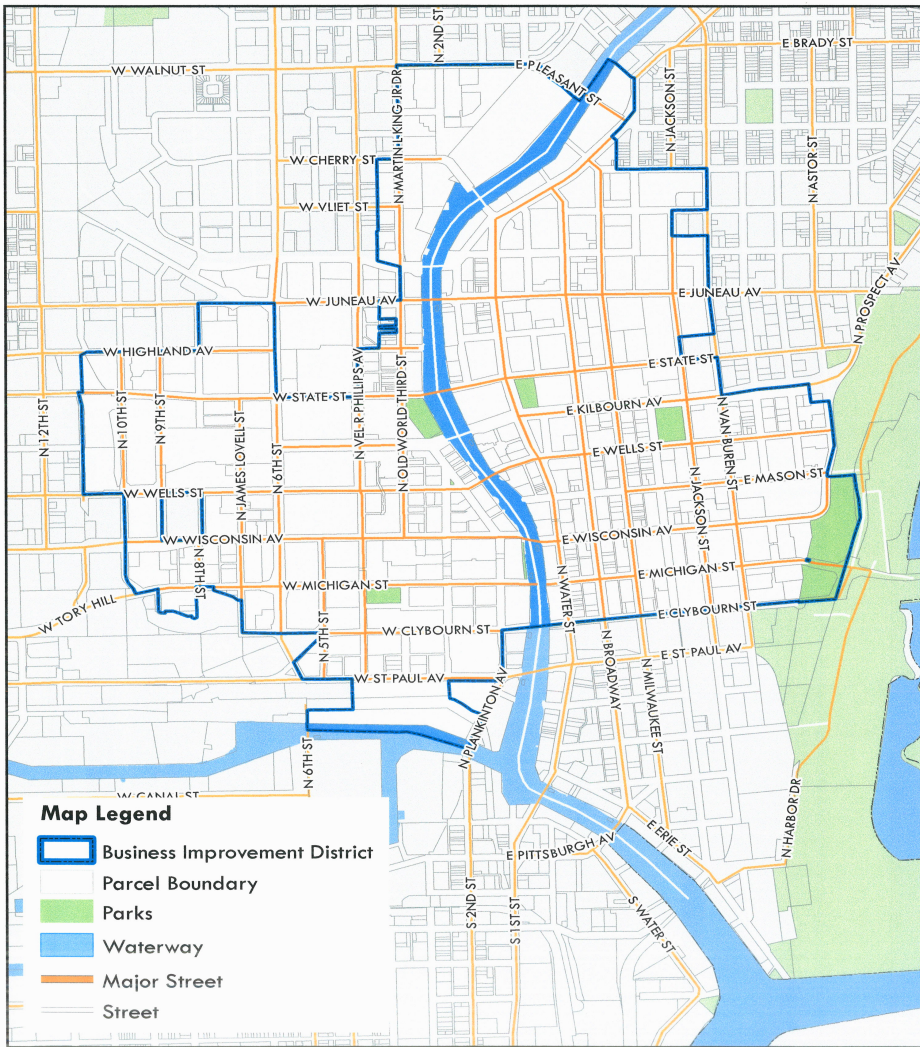
## Exhibit A

### 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  
Sources: City of Milwaukee Information Technology Management Division;  
Dept. of City Development Commercial Corridors Team

0 0.25 0.5 Miles





APPENDIX B  
TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

## **APPENDIX B**

### TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

<u>Monday, July 12, 2021</u> 10:00 a.m.	Pre-Proposal Conference via <u>ZOOM</u> Reinhart Boerner Van Deuren s.c. 1000 North Water Street, Suite 1700 Milwaukee, WI 53202	<div>Deleted: Tuesday</div> <div>Deleted: May 5</div> <div>Deleted: 09</div> <div>Formatted: Indent: Left: 2", First line: 0.5"</div>
Monday, <u>July 12, 2021</u> Noon	Request for Qualifications due to Deborah C. Tomczyk	<div>Deleted: May</div> <div>Deleted: 09</div>
<u>Monday, August 16, 2021</u> 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	<div>Deleted: Friday</div> <div>Deleted: May 22</div> <div>Deleted: 09</div>
<u>End of August, 2021</u> ▼	Selected Proposers make presentations to District Subcommittee	<div>Deleted: Wednesday, May 27, 2009</div> <div>Deleted: afternoon</div>
<u>September, 2021</u>	Proposer(s) selected/Agreement negotiated	<div>Deleted: June</div> <div>Deleted: 09</div>

APPENDIX C

| PROPOSED FORM OF AGREEMENT FOR SERVICES [FOR LANDSCAPING](#)

Exhibit A

Boundaries of Business Improvement District No. 21

AGREEMENT FOR SERVICES  
(Landscaping)

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

RECITALS

The Board and the Company acknowledge the following:

A. On or about June 14, 2021, the Board circulated a Request for Qualifications for its Landscape Program (the "RFQ") inviting third parties to submit their qualifications for the provision of seasonal landscaping services within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" objectives of the District, all as set forth in the District's initial operating plan adopted by resolution no. 70900 of the Common Council of the City of Milwaukee dated October 14, 1997. On or about \_\_\_\_\_, 2021, the Board solicited a responsive proposal from the Company to provide certain seasonal landscaping services set forth below and in the Company's proposals.

B. The Board and the Company now enter into this Agreement for Services (Landscaping) to specify the terms upon which the Company will provide certain seasonal landscaping to the District.

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) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners. The parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;

(b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;

(c) At the sole option of the chief executive officer of the District (the "CEO"), replacing some or all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.

(d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;

(e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;

(f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).

(g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;

(h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

## 2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the CEO. The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during any planting, pre-planting or holiday seasons and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

## 3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, flowers and plants necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all plantings and displays must be approved by the CEO prior to installation.**

(b) Plantings. The Company shall provide sufficient summer and fall flowers and plantings, as mutually acceptable to the Company and the CEO, to complete initial planting of publicly owned pots, planters (including, but not limited to, 24 bike planter units), tree wells, specified privately owned pots, hanging planters along the riverwalk system within the District Boundaries. In addition, during each season throughout the term of this Agreement, the Company agrees to provide, plant and service for the District up to an additional 15 percent of the initial number of flowers and plants planted pursuant to this Agreement to replace damaged or destroyed flowers and plants. Designs for the summer color, fall color and holiday decorations displays shall be subject to review and approval by the CEO. In the event that DPW provides flowers and plants to the District, at no cost to either the District or the Company, for planting of publicly owned pots, planters and tree wells in public rights of way within the District Boundaries, the Company shall discount its services

provided under this Agreement and reduce the costs charged to the District pursuant to Section 12 and Exhibit C below by the fair market value of any flowers and/or plants provided by DPW.

(c) Hanging Planters. The Company will make available for purchase, by individual property owners, the Milwaukee Riverwalk District, Inc. or the District, new hanging planters (similar in quality and design with hanging planters currently used along the riverwalk system) at the price of \$333.00 per hanging planter. Such price shall include all costs related to the purchase of the hanging planters and hardware (\$ ) and all costs related to the liners, soil, flowers, plantings and installation of a new hanging planter on an existing pole along the riverwalk system (\$ ).

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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, and (e) cyber-security 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 "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.

9. Repairing Damage. The Company shall, at its sole cost, promptly repair or replace any property damaged, carried 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing landscaping services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of landscaping operations shall be \$\_\_\_\_\_ in 2022, \$\_\_\_\_\_ in 2023 and \$\_\_\_\_\_ in 2024, as set forth on the payment schedule attached hereto as Exhibit C, which shall be the maximum annual costs to be paid by the Board to the Company for landscaping, provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement and provided that, at the CEO's sole option, the CEO may elect to have the Court of Honor landscaped in a manner similar to past years at an annual cost of \$\_\_\_\_\_ per year. Without specific written authorization of the CEO, the Company cannot exceed the total landscaping costs set forth in this Subsection. Any costs for landscaping incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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 the Company in the previous 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 fifteen 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.

(c) 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 providing landscaping services as described in the current operating plan of 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 provision of landscaping services to the District 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 provision of landscaping services to the District prepared by an independent certified public accountant. The

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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 percent or greater in the Company's accounting practices.

13. Company as Independent Contractor. Nothing in this Agreement shall be deemed or construed as creating 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States Registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

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To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

19. Successors and Assigns. The Board may assign its interest in this Agreement at any time, provided that it notifies the Company of such assignment within a reasonable time thereof. The Company may not assign its interest in this Agreement to any party, whether by operation of law or otherwise, without the prior written consent of the Board which may be withheld in the Board's sole discretion. The Company may not subcontract all or any portion of its obligations under this Agreement without the prior written consent of the Board which may be withheld in the Board's sole discretion. The covenants and agreement herein contained shall bind and inure to the benefit of the parties and their permitted successors and assigns.

BOARD OF BUSINESS IMPROVEMENT DISTRICT NO. 21

BY \_\_\_\_\_  
Joseph Ullrich, Chair  
\_\_\_\_\_

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BY \_\_\_\_\_  
Its \_\_\_\_\_

State of Wisconsin )  
 ) ss  
Milwaukee County )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Joseph Ullrich 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.

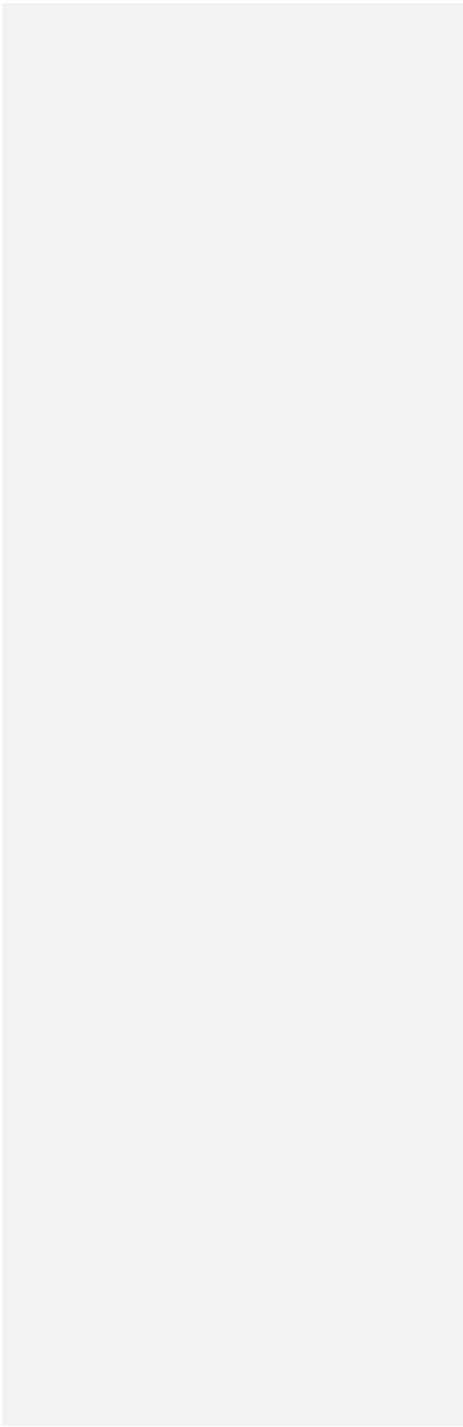
( \_\_\_\_\_ )  
Notary Public, State of Wisconsin  
My commission \_\_\_\_\_

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AUTHENTICATION

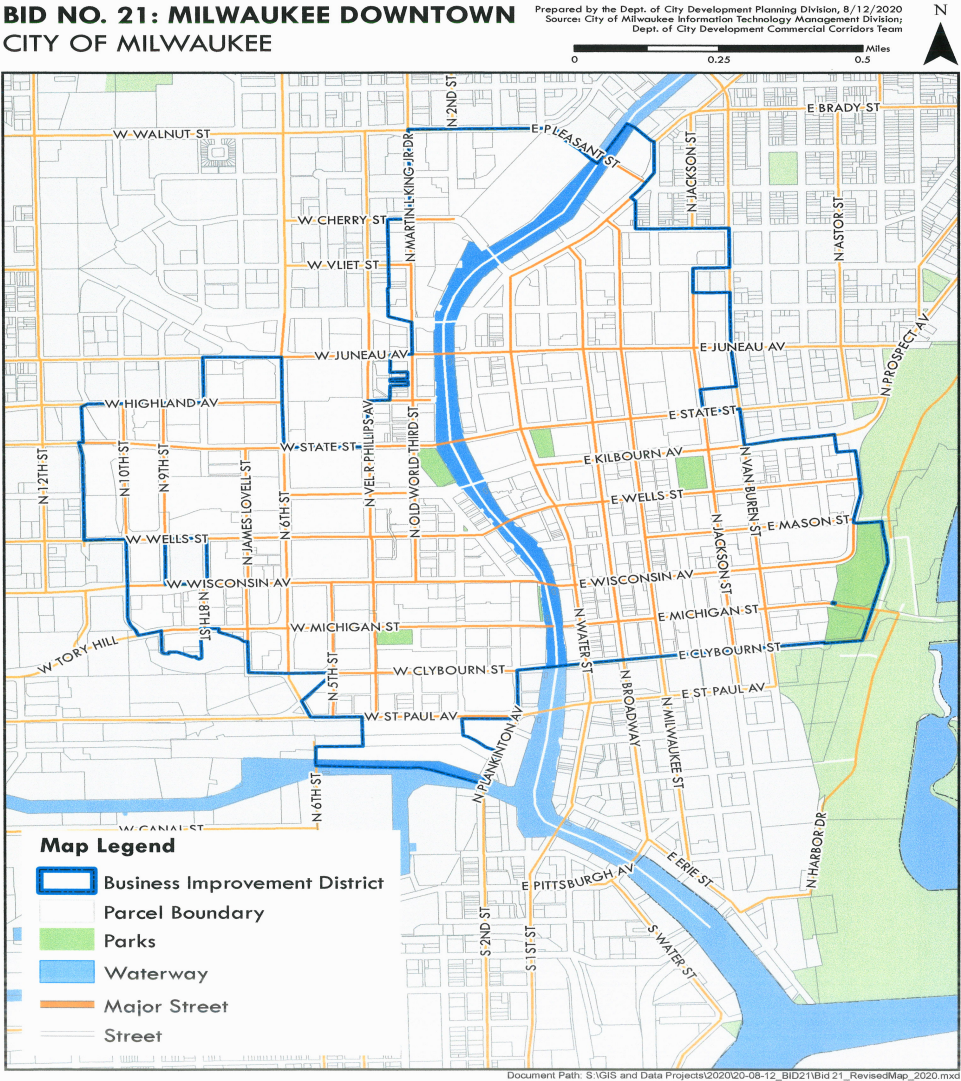
Signature of \_\_\_\_\_ authenticated  
on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Leborah C. Tomczyk



**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



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## EXHIBIT B

### Inventory of Landscape Bed/Planter/Container/Baskets

154 on-grade beds along Wisconsin Avenue, including 20 bike planter units

5 Bridge Planters

3 on Wells

2 on Wisconsin

11 planters at ASQ River Plaza

7 pots on Plankinton at Grand Avenue

18 pots on 2nd Street at Grand Avenue

8 on-grade beds for RACM between 4th and 5th on south side of Wisconsin Avenue.  
(NOTE: These 8 are included in the 154 total on Wisconsin Avenue. They are NOT 8  
additional beds.)

15 beds within the Court of Honor median on Wisconsin Avenue from 8th to 19th.

2 "landscape only" beds at 9th and Wisconsin. (Landscaping Maintenance Only . . . no  
color program.)

5 on-grade beds for City of Milwaukee at the library, on Wisconsin Avenue between 8th and  
9th Street. (NOTE: These 5 are included in the 154 total on Wisconsin Avenue. They are  
NOT 5 additional beds.)

10 planters at Schlitz Park Riverwalk

Old World Third Street area

35 on-grade Tree Beds

9 steel pots

8 pots at Kilbourn and 3rd (Calderone Club)

8 pots at 3rd and Wells

11 pots at area around 2nd/Wells/Plankinton

24 steel pots at Michigan and Plankinton

5 pots at Michigan and 3rd Street (Courtyard by Marriott)

[2 pots on Broadway at Wisconsin Avenue](#)

[2 pots on Broadway at Mason Street](#)

[1 pot on 3rd at Wisconsin Avenue](#)

[22 planters inset into the Riverwalk \(west side only\)](#)

[2 pots to be relocated to District Information Kiosk at 210 West Wisconsin Avenue](#)

[60 Hanging Baskets along Riverwalk](#)

[2 pots on 5th Street between St. Paul and Michigan at Stone Creek Coffee](#)

[3 street beds at 833 East Michigan](#)

[4 street beds on west side of Broadway, north of Wisconsin at 250 Plaza](#)

[3 pots on east side of Broadway, north of Michigan at 600-612 North Broadway](#)

APPENDIX D

PROPOSED FORM OF AGREEMENT FOR SERVICES  
FOR HOLIDAY STREET DECOR

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**AGREEMENT FOR SERVICES**  
**(Holiday Street Decor)**

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

**RECITALS**

The Board and the Company acknowledge the following:

A. In summer of 2012, the Board solicited proposals to provide holiday street decor within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" 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.

B. The Board and the Company now enter into this Agreement for Services (Holiday Street Decor) to specify the terms upon which the Company would provide certain holiday street decor installation services to the District.

**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) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the chief executive officer of the District or such other persons designated by the Board (collectively, the "CEO"). The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during the year end holiday season and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, and holiday street decor necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all holiday street decor must be approved by the CEO prior to installation.**

(b) Holiday Street Decor. The Company shall provide holiday street decor, as mutually acceptable to the Company and the CEO, to decorate Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each annual holiday season.

(c) Zeidler Park Holiday Lights Program. The Company shall continue to administer the Zeidler Park Holiday Decor and associated install/de-stall servicing consistent with past practice and as set forth on the attached Exhibit B.

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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; (d) employee dishonesty or blanket fidelity crime coverage; and (e) cyber-security 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.

9. 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing holiday decor services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of holiday decor operations shall be \$ \_\_\_\_\_ in 2021, \$ \_\_\_\_\_ in 2022 and \$ \_\_\_\_\_ in 2023, which shall be the maximum annual costs to be paid by the Board to the Company for holiday decor (including the Zeidler Park Holiday Lights Program), provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement. Without specific written authorization of the Board, the Company cannot exceed the total holiday decor costs set forth in this Subsection. Any costs for holiday decor incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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. 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 fifteen 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.

(c) 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 providing holiday decor services as described in the current operating plan of 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 provision of holiday decor services to the District 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 provision of holiday decor services to the District 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 percent or greater in the Company's accounting practices.

13. 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

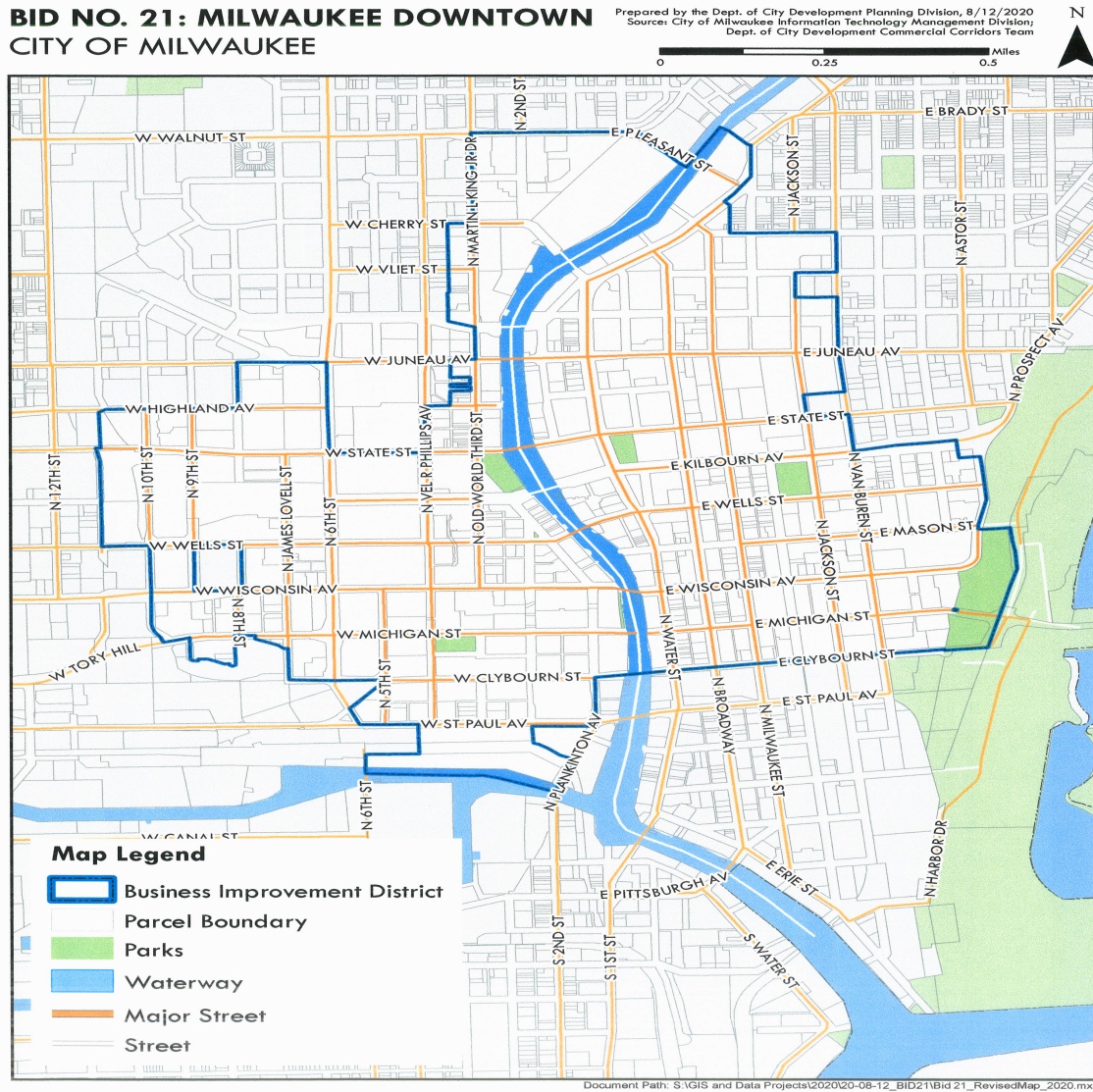


Exhibit A

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



|

APPENDIX [E](#)

CURRENT INVENTORY OF LANDSCAPED AREAS

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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 during Labor Costs**

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)
Landscape Equipment	\$_____(13)
Landscape 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)
<b><u>TOTALS</u></b>	
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)

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MILWAUKEE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

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BID 21

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REQUEST FOR PROPOSALS

LANDSCAPE AND HOLIDAY STREET DECOR PROGRAMS

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July 12, 2021

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### EXHIBITS

A.	Staffing and Cost Analysis Form
B.	Job Classifications and Pay Rates
C.	Equipment Schedule
D.	Annual Costs of Operations and Company Fee

## A. REQUEST FOR PROPOSALS

### I. DEFINITIONS

1. "The District" shall refer to the Milwaukee Downtown Business Improvement District 21 of the City of Milwaukee (see Appendix A for the boundaries of the District).

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2. "Landscape Program" shall refer to all aspects of administering, managing and providing the District's Landscape Program, as outlined in this document and all supporting Appendices and Exhibits.

3. "Holiday Street Decor Program" shall refer to all aspects of administering, managing and providing the District's Holiday Street Decor Program, as described in this document and all supporting Appendices and Exhibits.

4. "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.

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5. "Company" shall refer to that party selected by the District to provide the services set forth herein.

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6. "Agreement" shall refer to the contract to be executed between the Company and the District in accordance with these specifications (including the form of Agreements for Services attached hereto as Appendices C and D) and the Company's proposal submitted and accepted by the District, each of which shall be incorporated into the terms of the Agreement.

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7. "Work" shall refer to the landscaping tasks specified in Appendices C and D, performed by the Company, its employees and subcontractors, if any.

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8. "Change Order" shall refer to any modification to the Agreement signed by the Company and the District.

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9. "Costs of Operation" shall refer to all costs and expenses, approved by the District, of managing and operating the Landscape Program and/or the Holiday Street Decor 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, supplies, equipment, transportation, insurance coverage, storage space and the furnishing, cleaning, maintenance and replacement of uniforms.

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## II. BACKGROUND

The mission of the District is "to lead and inspire believers in Milwaukee to engage in efforts that build Downtown as the thriving, sustainable, innovative and vibrant heart of the community". The District's vision is "to be an economic catalyst. . ." causing Downtown to emerge as a premier destination of choice and Milwaukee to become a renowned world-class region.

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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. 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 landscape and holiday street decor services under new Agreements as of January 1, 2022.

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## III. THE OPPORTUNITY

### A. Introduction

The District seeks to enter into Agreement(s) with the successful Proposer(s) to operate the Landscape Program and the Holiday Street Decor Program comprised of landscape and holiday street decor services within the boundaries of the District as outlined in the form of Agreements attached hereto as Appendices C and D. 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. A previous inventory of areas landscaped and maintained by the District in the past is attached hereto as Appendix E. However, the Proposer should undertake its own inventory of current conditions. The Agreement will specify the approximate landscape services to be provided as mutually agreed by the District and the successful Proposer.

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Through this Request for Proposals, the District is seeking: a) statements of qualifications from experienced companies which can provide a full complement of landscaping and/or holiday street decor services, b) detailed proposals for the operation of a proposed landscape and/or holiday street decor program and c) evidence that the Company will advance the philosophical goals of the District's clean, safe and friendly objectives.



## **B. Services**

The services to be provided by the successful Proposer(s) to implement a Landscape Program and a Holiday Street Decor Program pursuant to the terms of the Agreements shall include the following:

### LANDSCAPE PROGRAM

- (a) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners (the parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;
- (b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;
- (c) At the sole option of the CEO of the District, replacing some or all summer flowers and plants pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.
- (d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;
- (e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;
- (f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).
- (g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;
- (h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

**ALL PLANTINGS AND DISPLAYS MUST BE APPROVED BY THE DISTRICT'S CEO PRIOR TO INSTALLATION.**

#### HOLIDAY STREET DECOR PROGRAM

(a) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

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 Landscape Program and/or the Holiday Street Décor 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 Landscape Program and the Holiday Street Decor Program, and shall meet weekly with the Company during the seasons in which landscape and/or holiday street decor services are to be provided. 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 friendly goals.

The District has one central office/headquarters. The Company's Operations Manager shall serve as the Director of the 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

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**Deleted:** (a) → Initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all publicly owned pots, planters and tree wells in public rights of way within the District, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners; ¶

→ (b) → Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District; ¶

→ (c) → At the sole option of the District, replacing all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate; ¶

→ (d) → Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of the Agreement and in no event less than twice per week throughout each season; ¶

→ (e) → Daily monitoring and maintenance of all flower displays within the District through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate; ¶

→ (f) → Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the State Street Bridge; ¶

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in or adjacent to the District for the storage and maintenance of all equipment and materials and for the mobilization of employees required by either Program.

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The District will also enter into contracts for a Public Service Ambassador Program and a Clean Sweep Ambassador 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 Landscape 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 pre-proposal conference was held on Monday, July 12, 2021 at 10:00 a.m. via ZOOM.

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#### B) Pre-Qualification Phase

The District considered proposals submitted July 12, 2021 by all interested Proposers that demonstrated basic qualifications to manage and operate the Landscape Program and/or Holiday Street Decor Program.

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#### C) Proposals

The District is now requesting 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 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 are due in the office of

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

on Monday, August 16, 2021 no later than noon. The District reserves the right to reject any proposal received after that time.

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3. Submission of Proposal:

- a. All proposals shall be submitted electronically and with two (2) hard copies.
- 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 the District prior to the final selection of the Company.

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(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 friendly.
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 Landscape Program [and/or the Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#).
11. Letters of recommendation from owners of properties served by the Proposer and other appropriate parties attesting to the Proposers and proposed Operations Manager's ability and competence in the operation and management of landscape [and holiday street decor](#) programs.
12. A statement indicating the Proposers 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.

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14. The District, in consultation with the Company, will specify for 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.

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(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 Landscape Program [and/or Holiday Street Decor 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 friendly 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, 2022, and terminating on December 31, 2024, which may, by mutual consent, be extended for additional terms of one (1)

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year each. The District reserves the right to terminate the Agreement(s) without cause upon thirty (30) days written notice.

In any such extension of any 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.

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## VII. COMPENSATION OF COMPANY

Compensation of the Company for the management and operation of the Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor Program, and to operate the Landscape Program and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#), including but not limited to the following:

A. Operations

1. The Company will be responsible for the provision of the comprehensive Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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 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 friendly 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 friendly objectives of the District.

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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 Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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
- [Cyber Security Coverage](#)

Each of the above (except statutory workers' compensation coverage) shall have limits of at least \$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 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(s), 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.

APPENDIX A  
DISTRICT MAP

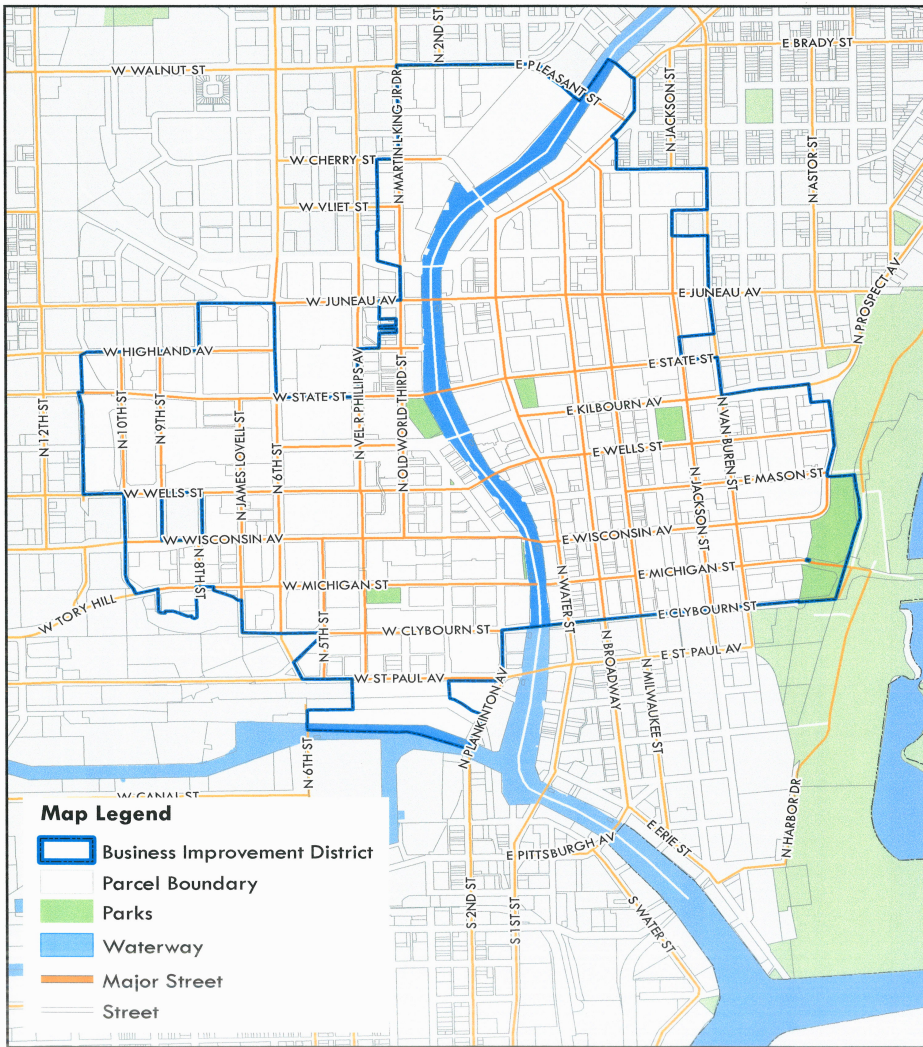
Exhibit A

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  
Sources: City of Milwaukee Information Technology Management Division;  
Dept. of City Development Commercial Corridors Team

0 0.25 0.5 Miles



APPENDIX B  
TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

## **APPENDIX B**

### TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

<u>Monday, July 12, 2021</u> 10:00 a.m.	Pre-Proposal Conference via <u>ZOOM</u> Reinhart Boerner Van Deuren s.c. 1000 North Water Street, Suite 1700 Milwaukee, WI 53202	<div>Deleted: Tuesday</div> <div>Deleted: May 5</div> <div>Deleted: 09</div> <div>Formatted: Indent: Left: 2", First line: 0.5"</div>
Monday, <u>July 12, 2021</u> Noon	Request for Qualifications due to Deborah C. Tomczyk	<div>Deleted: May</div> <div>Deleted: 09</div>
<u>Monday, August 16, 2021</u> 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	<div>Deleted: Friday</div> <div>Deleted: May 22</div> <div>Deleted: 09</div>
<u>End of August, 2021</u> ▼	Selected Proposers make presentations to District Subcommittee	<div>Deleted: Wednesday, May 27, 2009</div> <div>Deleted: afternoon</div>
<u>September, 2021</u>	Proposer(s) selected/Agreement negotiated	<div>Deleted: June</div> <div>Deleted: 09</div>

APPENDIX C

| PROPOSED FORM OF AGREEMENT FOR SERVICES [FOR LANDSCAPING](#)

Exhibit A

Boundaries of Business Improvement District No. 21

AGREEMENT FOR SERVICES  
(Landscaping)

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

RECITALS

The Board and the Company acknowledge the following:

A. On or about June 14, 2021, the Board circulated a Request for Qualifications for its Landscape Program (the "RFQ") inviting third parties to submit their qualifications for the provision of seasonal landscaping services within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" objectives of the District, all as set forth in the District's initial operating plan adopted by resolution no. 70900 of the Common Council of the City of Milwaukee dated October 14, 1997. On or about \_\_\_\_\_, 2021, the Board solicited a responsive proposal from the Company to provide certain seasonal landscaping services set forth below and in the Company's proposals.

B. The Board and the Company now enter into this Agreement for Services (Landscaping) to specify the terms upon which the Company will provide certain seasonal landscaping to the District.

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) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners. The parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;

(b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;

(c) At the sole option of the chief executive officer of the District (the "CEO"), replacing some or all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.

(d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;



(e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;

(f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).

(g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;

(h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

## 2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the CEO. The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during any planting, pre-planting or holiday seasons and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

## 3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, flowers and plants necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all plantings and displays must be approved by the CEO prior to installation.**

(b) Plantings. The Company shall provide sufficient summer and fall flowers and plantings, as mutually acceptable to the Company and the CEO, to complete initial planting of publicly owned pots, planters (including, but not limited to, 24 bike planter units), tree wells, specified privately owned pots, hanging planters along the riverwalk system within the District Boundaries. In addition, during each season throughout the term of this Agreement, the Company agrees to provide, plant and service for the District up to an additional 15 percent of the initial number of flowers and plants planted pursuant to this Agreement to replace damaged or destroyed flowers and plants. Designs for the summer color, fall color and holiday decorations displays shall be subject to review and approval by the CEO. In the event that DPW provides flowers and plants to the District, at no cost to either the District or the Company, for planting of publicly owned pots, planters and tree wells in public rights of way within the District Boundaries, the Company shall discount its services

provided under this Agreement and reduce the costs charged to the District pursuant to Section 12 and Exhibit C below by the fair market value of any flowers and/or plants provided by DPW.

(c) Hanging Planters. The Company will make available for purchase, by individual property owners, the Milwaukee Riverwalk District, Inc. or the District, new hanging planters (similar in quality and design with hanging planters currently used along the riverwalk system) at the price of \$333.00 per hanging planter. Such price shall include all costs related to the purchase of the hanging planters and hardware (\$ ) and all costs related to the liners, soil, flowers, plantings and installation of a new hanging planter on an existing pole along the riverwalk system (\$ ).

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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, and (e) cyber-security 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 "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.

9. Repairing Damage. The Company shall, at its sole cost, promptly repair or replace any property damaged, carried 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing landscaping services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of landscaping operations shall be \$\_\_\_\_\_ in 2022, \$\_\_\_\_\_ in 2023 and \$\_\_\_\_\_ in 2024, as set forth on the payment schedule attached hereto as Exhibit C, which shall be the maximum annual costs to be paid by the Board to the Company for landscaping, provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement and provided that, at the CEO's sole option, the CEO may elect to have the Court of Honor landscaped in a manner similar to past years at an annual cost of \$\_\_\_\_\_ per year. Without specific written authorization of the CEO, the Company cannot exceed the total landscaping costs set forth in this Subsection. Any costs for landscaping incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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 the Company in the previous 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 fifteen 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.

(c) 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 providing landscaping services as described in the current operating plan of 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 provision of landscaping services to the District 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 provision of landscaping services to the District prepared by an independent certified public accountant. The

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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 percent or greater in the Company's accounting practices.

13. Company as Independent Contractor. Nothing in this Agreement shall be deemed or construed as creating 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States Registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

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To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

19. Successors and Assigns. The Board may assign its interest in this Agreement at any time, provided that it notifies the Company of such assignment within a reasonable time thereof. The Company may not assign its interest in this Agreement to any party, whether by operation of law or otherwise, without the prior written consent of the Board which may be withheld in the Board's sole discretion. The Company may not subcontract all or any portion of its obligations under this Agreement without the prior written consent of the Board which may be withheld in the Board's sole discretion. The covenants and agreement herein contained shall bind and inure to the benefit of the parties and their permitted successors and assigns.

BOARD OF BUSINESS IMPROVEMENT DISTRICT NO. 21

BY \_\_\_\_\_  
Joseph Ullrich, Chair  
\_\_\_\_\_

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BY \_\_\_\_\_  
Its \_\_\_\_\_

State of Wisconsin )  
 ) ss  
Milwaukee County )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Joseph Ullrich 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.

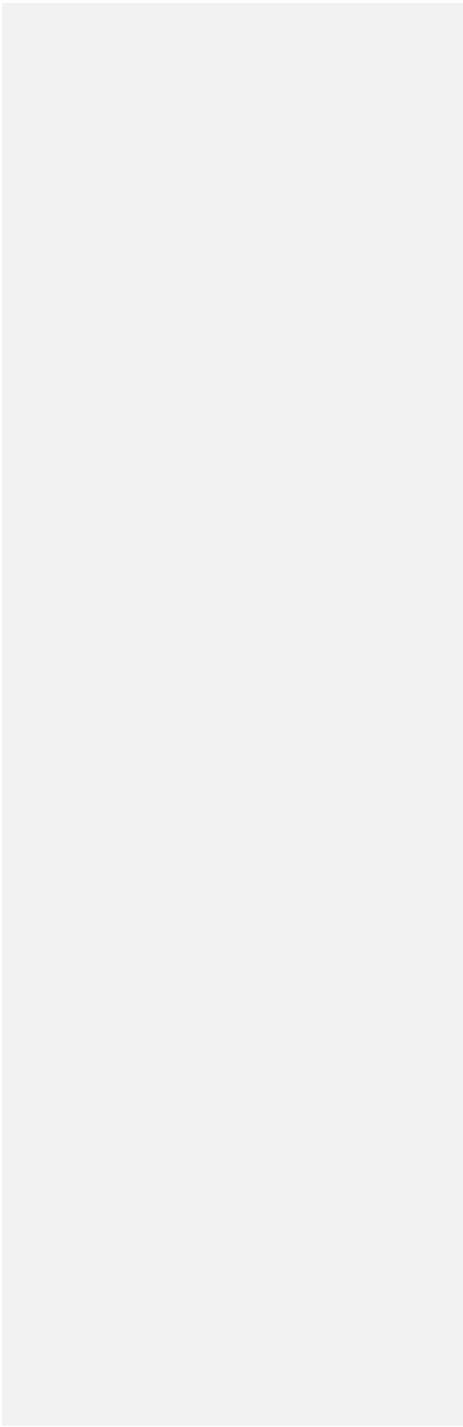
( \_\_\_\_\_ )  
 Notary Public, State of Wisconsin  
 My commission \_\_\_\_\_

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AUTHENTICATION

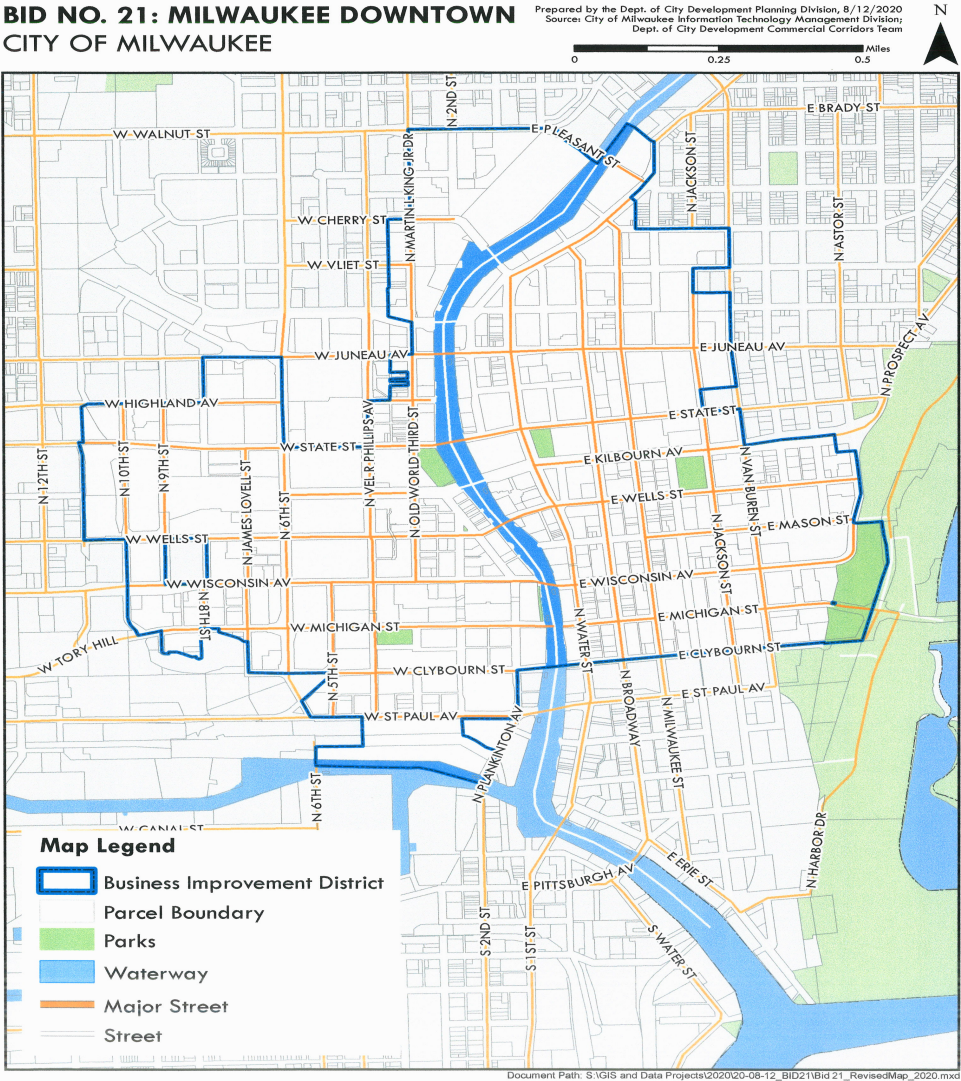
Signature of \_\_\_\_\_ authenticated  
on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Leborah C. Tomczyk



**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



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## EXHIBIT B

### Inventory of Landscape Bed/Planter/Container/Baskets

154 on-grade beds along Wisconsin Avenue, including 20 bike planter units

5 Bridge Planters

3 on Wells

2 on Wisconsin

11 planters at ASQ River Plaza

7 pots on Plankinton at Grand Avenue

18 pots on 2nd Street at Grand Avenue

8 on-grade beds for RACM between 4th and 5th on south side of Wisconsin Avenue.  
(NOTE: These 8 are included in the 154 total on Wisconsin Avenue. They are NOT 8  
additional beds.)

15 beds within the Court of Honor median on Wisconsin Avenue from 8th to 19th.

2 "landscape only" beds at 9th and Wisconsin. (Landscaping Maintenance Only . . . no  
color program.)

5 on-grade beds for City of Milwaukee at the library, on Wisconsin Avenue between 8th and  
9th Street. (NOTE: These 5 are included in the 154 total on Wisconsin Avenue. They are  
NOT 5 additional beds.)

10 planters at Schlitz Park Riverwalk

Old World Third Street area

35 on-grade Tree Beds

9 steel pots

8 pots at Kilbourn and 3rd (Calderone Club)

8 pots at 3rd and Wells

11 pots at area around 2nd/Wells/Plankinton

24 steel pots at Michigan and Plankinton

5 pots at Michigan and 3rd Street (Courtyard by Marriott)



[2 pots on Broadway at Wisconsin Avenue](#)

[2 pots on Broadway at Mason Street](#)

[1 pot on 3rd at Wisconsin Avenue](#)

[22 planters inset into the Riverwalk \(west side only\)](#)

[2 pots to be relocated to District Information Kiosk at 210 West Wisconsin Avenue](#)

[60 Hanging Baskets along Riverwalk](#)

[2 pots on 5th Street between St. Paul and Michigan at Stone Creek Coffee](#)

[3 street beds at 833 East Michigan](#)

[4 street beds on west side of Broadway, north of Wisconsin at 250 Plaza](#)

[3 pots on east side of Broadway, north of Michigan at 600-612 North Broadway](#)

APPENDIX D

PROPOSED FORM OF AGREEMENT FOR SERVICES  
FOR HOLIDAY STREET DECOR

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**AGREEMENT FOR SERVICES**  
**(Holiday Street Decor)**

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

**RECITALS**

The Board and the Company acknowledge the following:

A. In summer of 2012, the Board solicited proposals to provide holiday street decor within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" 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.

B. The Board and the Company now enter into this Agreement for Services (Holiday Street Decor) to specify the terms upon which the Company would provide certain holiday street decor installation services to the District.

**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) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the chief executive officer of the District or such other persons designated by the Board (collectively, the "CEO"). The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during the year end holiday season and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, and holiday street decor necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all holiday street decor must be approved by the CEO prior to installation.**

(b) Holiday Street Decor. The Company shall provide holiday street decor, as mutually acceptable to the Company and the CEO, to decorate Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each annual holiday season.

(c) Zeidler Park Holiday Lights Program. The Company shall continue to administer the Zeidler Park Holiday Decor and associated install/de-stall servicing consistent with past practice and as set forth on the attached Exhibit B.

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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; (d) employee dishonesty or blanket fidelity crime coverage; and (e) cyber-security 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.

9. 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing holiday decor services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of holiday decor operations shall be \$ \_\_\_\_\_ in 2021, \$ \_\_\_\_\_ in 2022 and \$ \_\_\_\_\_ in 2023, which shall be the maximum annual costs to be paid by the Board to the Company for holiday decor (including the Zeidler Park Holiday Lights Program), provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement. Without specific written authorization of the Board, the Company cannot exceed the total holiday decor costs set forth in this Subsection. Any costs for holiday decor incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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. 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 fifteen 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.

(c) 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 providing holiday decor services as described in the current operating plan of 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 provision of holiday decor services to the District 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 provision of holiday decor services to the District 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 percent or greater in the Company's accounting practices.

13. 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.



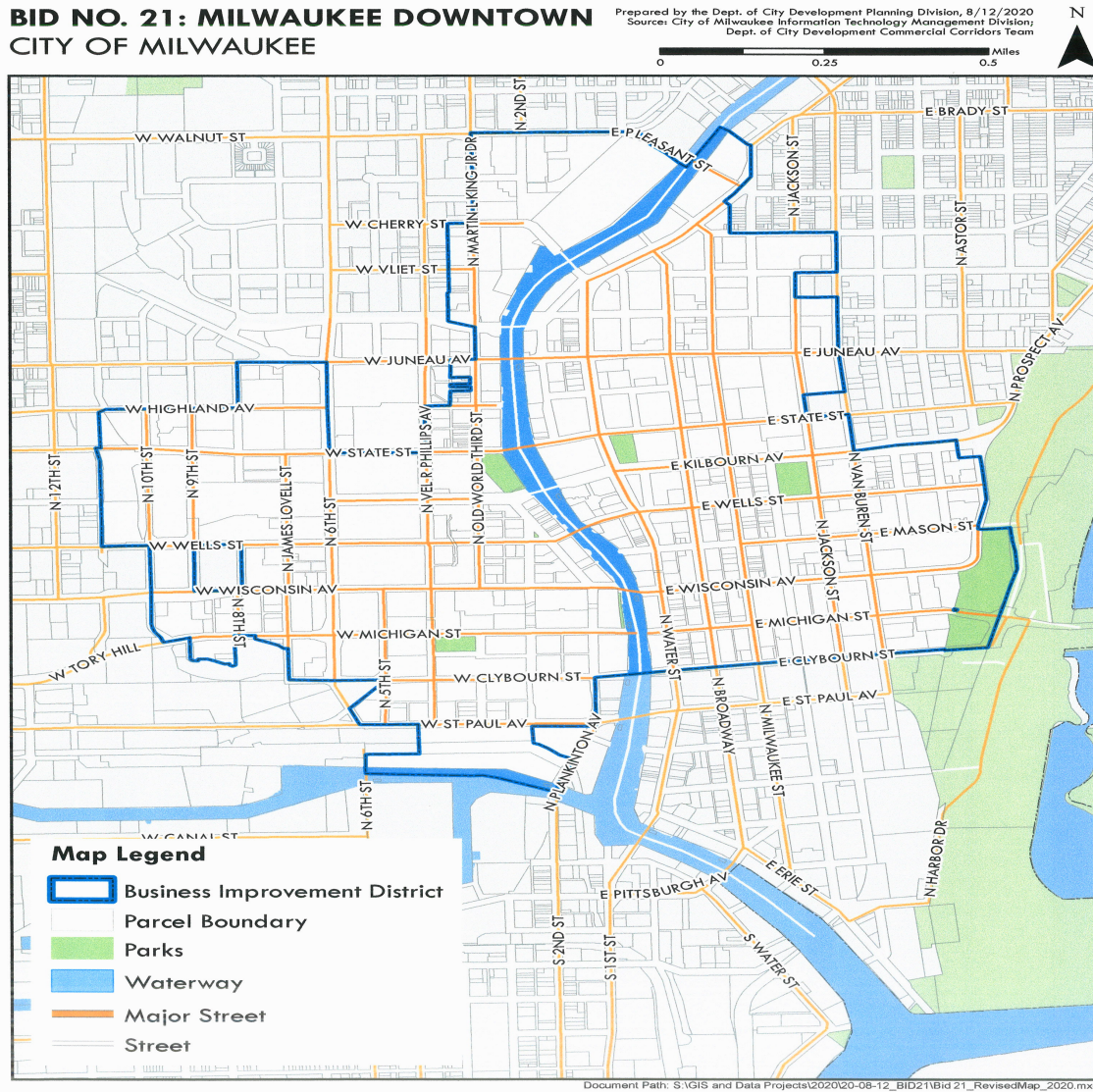


Exhibit A

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



|

APPENDIX [E](#)

CURRENT INVENTORY OF LANDSCAPED AREAS

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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 during Labor Costs**

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)
Landscape Equipment	\$_____(13)
Landscape 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)
<b><u>TOTALS</u></b>	
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)

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MILWAUKEE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

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BID 21

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REQUEST FOR PROPOSALS

LANDSCAPE AND HOLIDAY STREET DECOR PROGRAMS

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July 12, 2021

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### APPENDICES

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### EXHIBITS

A.	Staffing and Cost Analysis Form
B.	Job Classifications and Pay Rates
C.	Equipment Schedule
D.	Annual Costs of Operations and Company Fee

## A. REQUEST FOR PROPOSALS

### I. DEFINITIONS

1. "The District" shall refer to the Milwaukee Downtown Business Improvement District 21 of the City of Milwaukee (see Appendix A for the boundaries of the District).

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2. "Landscape Program" shall refer to all aspects of administering, managing and providing the District's Landscape Program, as outlined in this document and all supporting Appendices and Exhibits.

3. "Holiday Street Decor Program" shall refer to all aspects of administering, managing and providing the District's Holiday Street Decor Program, as described in this document and all supporting Appendices and Exhibits.

4. "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.

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5. "Company" shall refer to that party selected by the District to provide the services set forth herein.

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6. "Agreement" shall refer to the contract to be executed between the Company and the District in accordance with these specifications (including the form of Agreements for Services attached hereto as Appendices C and D) and the Company's proposal submitted and accepted by the District, each of which shall be incorporated into the terms of the Agreement.

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7. "Work" shall refer to the landscaping tasks specified in Appendices C and D, performed by the Company, its employees and subcontractors, if any.

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8. "Change Order" shall refer to any modification to the Agreement signed by the Company and the District.

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9. "Costs of Operation" shall refer to all costs and expenses, approved by the District, of managing and operating the Landscape Program and/or the Holiday Street Decor 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, supplies, equipment, transportation, insurance coverage, storage space and the furnishing, cleaning, maintenance and replacement of uniforms.

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## II. BACKGROUND

The mission of the District is "to lead and inspire believers in Milwaukee to engage in efforts that build Downtown as the thriving, sustainable, innovative and vibrant heart of the community". The District's vision is "to be an economic catalyst. . ." causing Downtown to emerge as a premier destination of choice and Milwaukee to become a renowned world-class region.

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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. 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 landscape and holiday street decor services under new Agreements as of January 1, 2022.

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## III. THE OPPORTUNITY

### A. Introduction

The District seeks to enter into Agreement(s) with the successful Proposer(s) to operate the Landscape Program and the Holiday Street Decor Program comprised of landscape and holiday street decor services within the boundaries of the District as outlined in the form of Agreements attached hereto as Appendices C and D. 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. A previous inventory of areas landscaped and maintained by the District in the past is attached hereto as Appendix E. However, the Proposer should undertake its own inventory of current conditions. The Agreement will specify the approximate landscape services to be provided as mutually agreed by the District and the successful Proposer.

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Through this Request for Proposals, the District is seeking: a) statements of qualifications from experienced companies which can provide a full complement of landscaping and/or holiday street decor services, b) detailed proposals for the operation of a proposed landscape and/or holiday street decor program and c) evidence that the Company will advance the philosophical goals of the District's clean, safe and friendly objectives.

## **B. Services**

The services to be provided by the successful Proposer(s) to implement a Landscape Program and a Holiday Street Decor Program pursuant to the terms of the Agreements shall include the following:

### LANDSCAPE PROGRAM

- (a) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners (the parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;
- (b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;
- (c) At the sole option of the CEO of the District, replacing some or all summer flowers and plants pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.
- (d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;
- (e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;
- (f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).
- (g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;
- (h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

**ALL PLANTINGS AND DISPLAYS MUST BE APPROVED BY THE DISTRICT'S CEO PRIOR TO INSTALLATION.**

#### HOLIDAY STREET DECOR PROGRAM

(a) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

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 Landscape Program and/or the Holiday Street Décor 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 Landscape Program and the Holiday Street Decor Program, and shall meet weekly with the Company during the seasons in which landscape and/or holiday street decor services are to be provided. 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 friendly goals.

The District has one central office/headquarters. The Company's Operations Manager shall serve as the Director of the 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

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**Deleted:** (a) → Initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all publicly owned pots, planters and tree wells in public rights of way within the District, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners; ¶

→ (b) → Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District; ¶

→ (c) → At the sole option of the District, replacing all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate; ¶

→ (d) → Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of the Agreement and in no event less than twice per week throughout each season; ¶

→ (e) → Daily monitoring and maintenance of all flower displays within the District through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate; ¶

→ (f) → Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the State Street Bridge; ¶

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in or adjacent to the District for the storage and maintenance of all equipment and materials and for the mobilization of employees required by either Program.

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The District will also enter into contracts for a Public Service Ambassador Program and a Clean Sweep Ambassador 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 Landscape 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 pre-proposal conference was held on Monday, July 12, 2021 at 10:00 a.m. via ZOOM.

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#### B) Pre-Qualification Phase

The District considered proposals submitted July 12, 2021 by all interested Proposers that demonstrated basic qualifications to manage and operate the Landscape Program and/or Holiday Street Decor Program.

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#### C) Proposals

The District is now requesting 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 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 are due in the office of

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

on Monday, August 16, 2021 no later than noon. The District reserves the right to reject any proposal received after that time.

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3. Submission of Proposal:

- a. All proposals shall be submitted electronically and with two (2) hard copies.
- 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 the District prior to the final selection of the Company.

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(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 friendly.
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 Landscape Program [and/or the Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#).
11. Letters of recommendation from owners of properties served by the Proposer and other appropriate parties attesting to the Proposers and proposed Operations Manager's ability and competence in the operation and management of landscape [and holiday street decor](#) programs.
12. A statement indicating the Proposers 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.

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14. The District, in consultation with the Company, will specify for 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.

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(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 Landscape Program [and/or Holiday Street Decor 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 friendly 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, 2022, and terminating on December 31, 2024, which may, by mutual consent, be extended for additional terms of one (1)

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year each. The District reserves the right to terminate the Agreement(s) without cause upon thirty (30) days written notice.

In any such extension of any 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.

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## VII. COMPENSATION OF COMPANY

Compensation of the Company for the management and operation of the Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor Program, and to operate the Landscape Program and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#), including but not limited to the following:

A. Operations

1. The Company will be responsible for the provision of the comprehensive Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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 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 friendly 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 friendly objectives of the District.

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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 Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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
- [Cyber Security Coverage](#)

Each of the above (except statutory workers' compensation coverage) shall have limits of at least \$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 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(s), 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.

APPENDIX A  
DISTRICT MAP

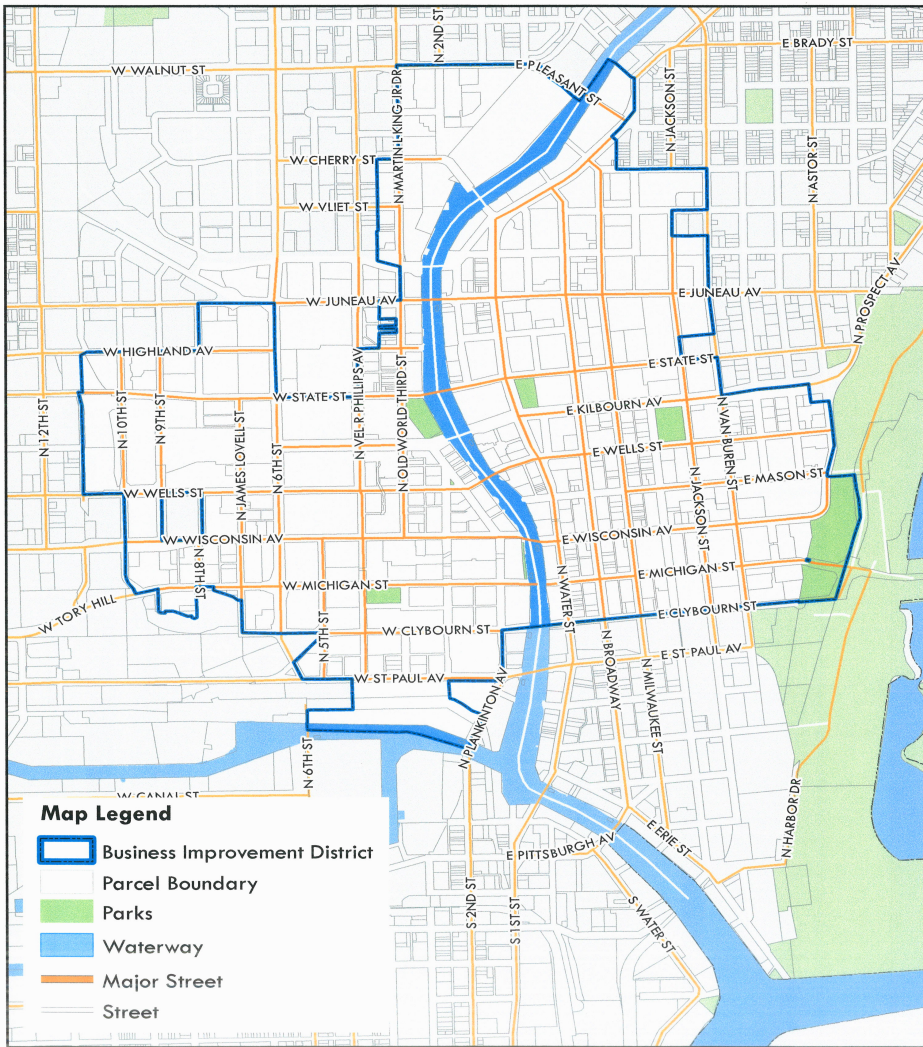
Exhibit A

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  
Sources: City of Milwaukee Information Technology Management Division;  
Dept. of City Development Commercial Corridors Team

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APPENDIX B  
TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

## **APPENDIX B**

### TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

<u>Monday, July 12, 2021</u> 10:00 a.m.	Pre-Proposal Conference via <b>ZOOM</b> Reinhart Boerner Van Deuren s.c. 1000 North Water Street, Suite 1700 Milwaukee, WI 53202	<div>Deleted: Tuesday</div> <div>Deleted: May 5</div> <div>Deleted: 09</div> <div>Formatted: Indent: Left: 2", First line: 0.5"</div>
Monday, <u>July 12, 2021</u> Noon	Request for Qualifications due to Deborah C. Tomczyk	<div>Deleted: May</div> <div>Deleted: 09</div>
<u>Monday, August 16, 2021</u> 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	<div>Deleted: Friday</div> <div>Deleted: May 22</div> <div>Deleted: 09</div>
<u>End of August, 2021</u> ▼	Selected Proposers make presentations to District Subcommittee	<div>Deleted: Wednesday, May 27, 2009</div> <div>Deleted: afternoon</div>
<u>September, 2021</u>	Proposer(s) selected/Agreement negotiated	<div>Deleted: June</div> <div>Deleted: 09</div>

APPENDIX C

| PROPOSED FORM OF AGREEMENT FOR SERVICES [FOR LANDSCAPING](#)

Exhibit A

Boundaries of Business Improvement District No. 21

AGREEMENT FOR SERVICES  
(Landscaping)

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

RECITALS

The Board and the Company acknowledge the following:

A. On or about June 14, 2021, the Board circulated a Request for Qualifications for its Landscape Program (the "RFQ") inviting third parties to submit their qualifications for the provision of seasonal landscaping services within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" objectives of the District, all as set forth in the District's initial operating plan adopted by resolution no. 70900 of the Common Council of the City of Milwaukee dated October 14, 1997. On or about \_\_\_\_\_, 2021, the Board solicited a responsive proposal from the Company to provide certain seasonal landscaping services set forth below and in the Company's proposals.

B. The Board and the Company now enter into this Agreement for Services (Landscaping) to specify the terms upon which the Company will provide certain seasonal landscaping to the District.

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) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners. The parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;

(b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;

(c) At the sole option of the chief executive officer of the District (the "CEO"), replacing some or all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.

(d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;

(e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;

(f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).

(g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;

(h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

## 2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the CEO. The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during any planting, pre-planting or holiday seasons and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

## 3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, flowers and plants necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all plantings and displays must be approved by the CEO prior to installation.**

(b) Plantings. The Company shall provide sufficient summer and fall flowers and plantings, as mutually acceptable to the Company and the CEO, to complete initial planting of publicly owned pots, planters (including, but not limited to, 24 bike planter units), tree wells, specified privately owned pots, hanging planters along the riverwalk system within the District Boundaries. In addition, during each season throughout the term of this Agreement, the Company agrees to provide, plant and service for the District up to an additional 15 percent of the initial number of flowers and plants planted pursuant to this Agreement to replace damaged or destroyed flowers and plants. Designs for the summer color, fall color and holiday decorations displays shall be subject to review and approval by the CEO. In the event that DPW provides flowers and plants to the District, at no cost to either the District or the Company, for planting of publicly owned pots, planters and tree wells in public rights of way within the District Boundaries, the Company shall discount its services

provided under this Agreement and reduce the costs charged to the District pursuant to Section 12 and Exhibit C below by the fair market value of any flowers and/or plants provided by DPW.

(c) Hanging Planters. The Company will make available for purchase, by individual property owners, the Milwaukee Riverwalk District, Inc. or the District, new hanging planters (similar in quality and design with hanging planters currently used along the riverwalk system) at the price of \$333.00 per hanging planter. Such price shall include all costs related to the purchase of the hanging planters and hardware (\$ ) and all costs related to the liners, soil, flowers, plantings and installation of a new hanging planter on an existing pole along the riverwalk system (\$ ).

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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, and (e) cyber-security 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 "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.

9. Repairing Damage. The Company shall, at its sole cost, promptly repair or replace any property damaged, carried 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing landscaping services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of landscaping operations shall be \$\_\_\_\_\_ in 2022, \$\_\_\_\_\_ in 2023 and \$\_\_\_\_\_ in 2024, as set forth on the payment schedule attached hereto as Exhibit C, which shall be the maximum annual costs to be paid by the Board to the Company for landscaping, provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement and provided that, at the CEO's sole option, the CEO may elect to have the Court of Honor landscaped in a manner similar to past years at an annual cost of \$\_\_\_\_\_ per year. Without specific written authorization of the CEO, the Company cannot exceed the total landscaping costs set forth in this Subsection. Any costs for landscaping incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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 the Company in the previous 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 fifteen 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.

(c) 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 providing landscaping services as described in the current operating plan of 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 provision of landscaping services to the District 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 provision of landscaping services to the District prepared by an independent certified public accountant. The

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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 percent or greater in the Company's accounting practices.

13. Company as Independent Contractor. Nothing in this Agreement shall be deemed or construed as creating 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States Registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

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To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

19. Successors and Assigns. The Board may assign its interest in this Agreement at any time, provided that it notifies the Company of such assignment within a reasonable time thereof. The Company may not assign its interest in this Agreement to any party, whether by operation of law or otherwise, without the prior written consent of the Board which may be withheld in the Board's sole discretion. The Company may not subcontract all or any portion of its obligations under this Agreement without the prior written consent of the Board which may be withheld in the Board's sole discretion. The covenants and agreement herein contained shall bind and inure to the benefit of the parties and their permitted successors and assigns.

BOARD OF BUSINESS IMPROVEMENT DISTRICT NO. 21

BY \_\_\_\_\_  
Joseph Ullrich, Chair  
\_\_\_\_\_

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BY \_\_\_\_\_  
Its \_\_\_\_\_

State of Wisconsin )  
 ) ss  
Milwaukee County )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Joseph Ullrich 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.

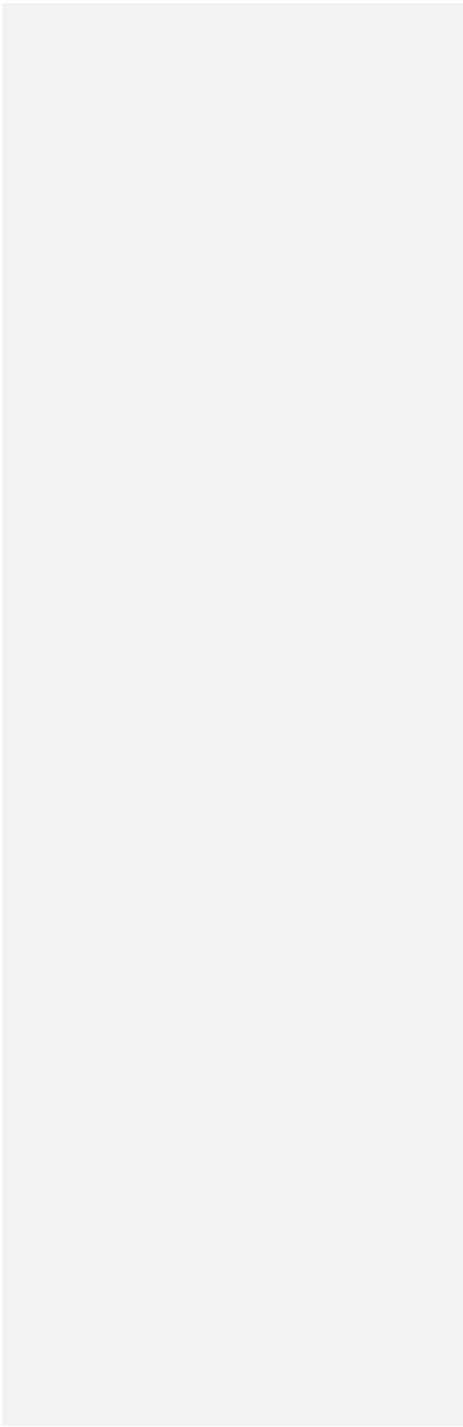
( \_\_\_\_\_ )  
 Notary Public, State of Wisconsin  
 My commission \_\_\_\_\_

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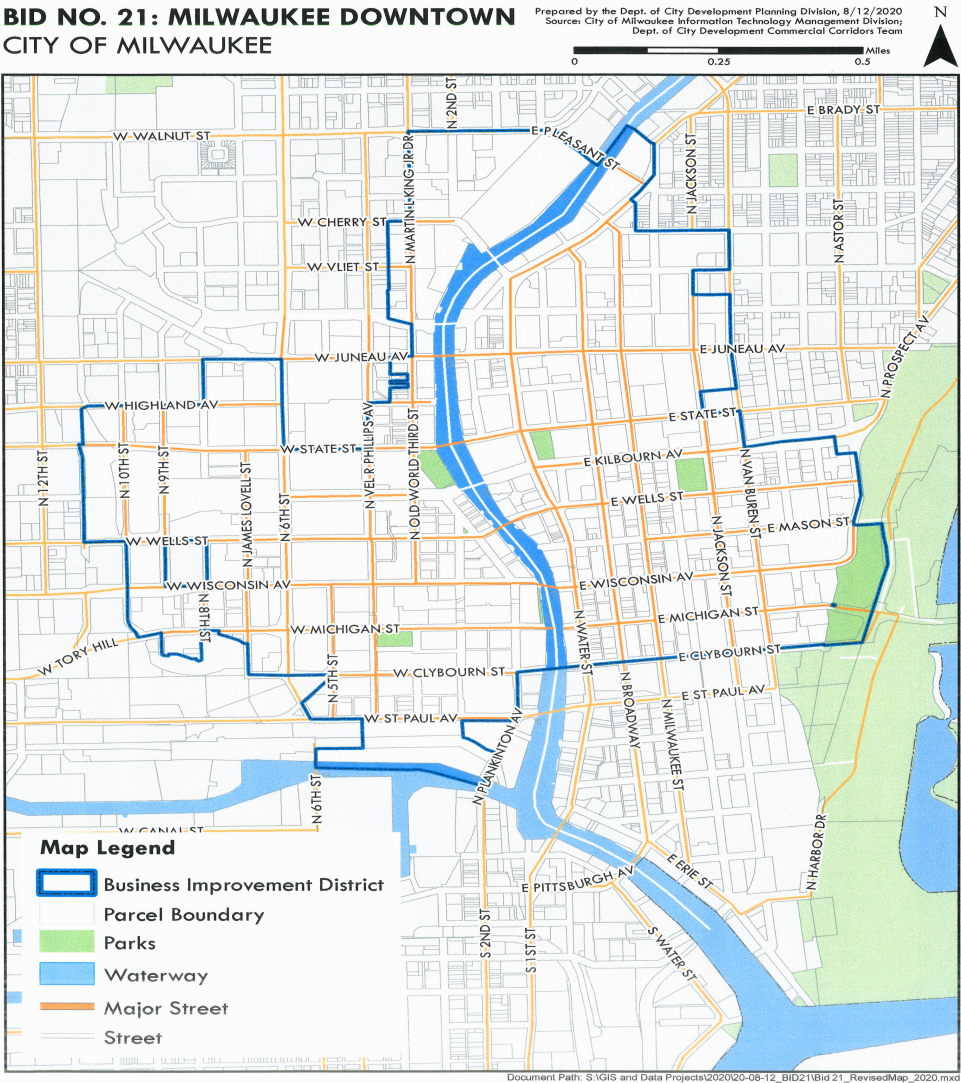
Signature of \_\_\_\_\_ authenticated  
on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Leborah C. Tomczyk



**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



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## EXHIBIT B

### Inventory of Landscape Bed/Planter/Container/Baskets

154 on-grade beds along Wisconsin Avenue, including 20 bike planter units

5 Bridge Planters

3 on Wells

2 on Wisconsin

11 planters at ASQ River Plaza

7 pots on Plankinton at Grand Avenue

18 pots on 2nd Street at Grand Avenue

8 on-grade beds for RACM between 4th and 5th on south side of Wisconsin Avenue.  
(NOTE: These 8 are included in the 154 total on Wisconsin Avenue. They are NOT 8  
additional beds.)

15 beds within the Court of Honor median on Wisconsin Avenue from 8th to 19th.

2 "landscape only" beds at 9th and Wisconsin. (Landscaping Maintenance Only . . . no  
color program.)

5 on-grade beds for City of Milwaukee at the library, on Wisconsin Avenue between 8th and  
9th Street. (NOTE: These 5 are included in the 154 total on Wisconsin Avenue. They are  
NOT 5 additional beds.)

10 planters at Schlitz Park Riverwalk

Old World Third Street area

35 on-grade Tree Beds

9 steel pots

8 pots at Kilbourn and 3rd (Calderone Club)

8 pots at 3rd and Wells

11 pots at area around 2nd/Wells/Plankinton

24 steel pots at Michigan and Plankinton

5 pots at Michigan and 3rd Street (Courtyard by Marriott)

[2 pots on Broadway at Wisconsin Avenue](#)

[2 pots on Broadway at Mason Street](#)

[1 pot on 3rd at Wisconsin Avenue](#)

[22 planters inset into the Riverwalk \(west side only\)](#)

[2 pots to be relocated to District Information Kiosk at 210 West Wisconsin Avenue](#)

[60 Hanging Baskets along Riverwalk](#)

[2 pots on 5th Street between St. Paul and Michigan at Stone Creek Coffee](#)

[3 street beds at 833 East Michigan](#)

[4 street beds on west side of Broadway, north of Wisconsin at 250 Plaza](#)

[3 pots on east side of Broadway, north of Michigan at 600-612 North Broadway](#)

APPENDIX D

PROPOSED FORM OF AGREEMENT FOR SERVICES  
FOR HOLIDAY STREET DECOR

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**AGREEMENT FOR SERVICES**  
**(Holiday Street Decor)**

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

**RECITALS**

The Board and the Company acknowledge the following:

A. In summer of 2012, the Board solicited proposals to provide holiday street decor within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" 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.

B. The Board and the Company now enter into this Agreement for Services (Holiday Street Decor) to specify the terms upon which the Company would provide certain holiday street decor installation services to the District.

**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) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the chief executive officer of the District or such other persons designated by the Board (collectively, the "CEO"). The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during the year end holiday season and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, and holiday street decor necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all holiday street decor must be approved by the CEO prior to installation.**

(b) Holiday Street Decor. The Company shall provide holiday street decor, as mutually acceptable to the Company and the CEO, to decorate Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each annual holiday season.

(c) Zeidler Park Holiday Lights Program. The Company shall continue to administer the Zeidler Park Holiday Decor and associated install/de-stall servicing consistent with past practice and as set forth on the attached Exhibit B.

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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; (d) employee dishonesty or blanket fidelity crime coverage; and (e) cyber-security 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.

9. 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing holiday decor services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of holiday decor operations shall be \$ \_\_\_\_\_ in 2021, \$ \_\_\_\_\_ in 2022 and \$ \_\_\_\_\_ in 2023, which shall be the maximum annual costs to be paid by the Board to the Company for holiday decor (including the Zeidler Park Holiday Lights Program), provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement. Without specific written authorization of the Board, the Company cannot exceed the total holiday decor costs set forth in this Subsection. Any costs for holiday decor incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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. 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 fifteen 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.

(c) 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 providing holiday decor services as described in the current operating plan of 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 provision of holiday decor services to the District 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 provision of holiday decor services to the District 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 percent or greater in the Company's accounting practices.

13. 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

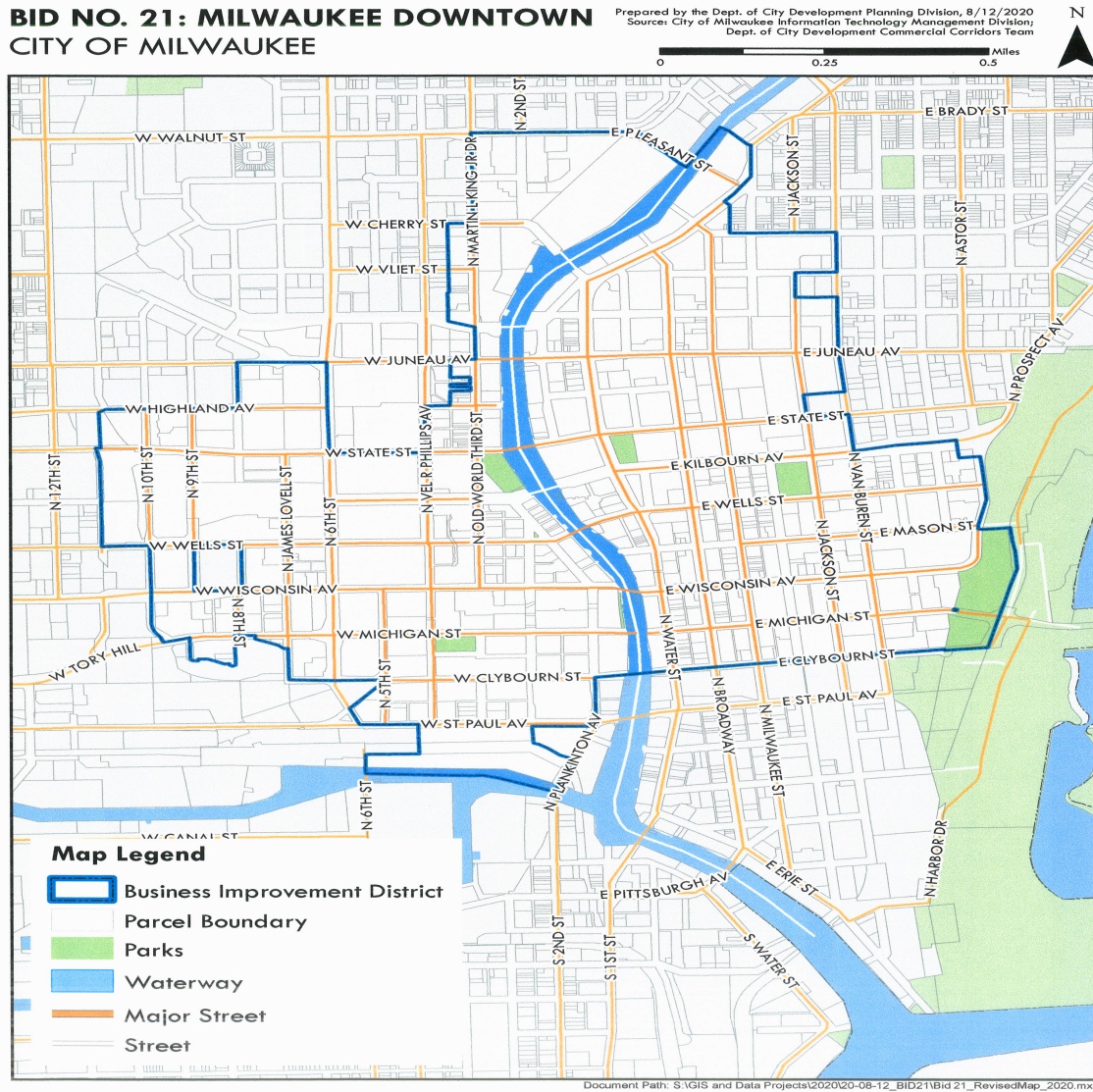


Exhibit A

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



|

APPENDIX [E](#)

CURRENT INVENTORY OF LANDSCAPED AREAS

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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 during Labor Costs**

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)
Landscape Equipment	\$_____(13)
Landscape 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)
<b><u>TOTALS</u></b>	
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)

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Page 27: [2] Deleted	Deborah C. Tomczyk	7/9/21 11:08:00 AM

MILWAUKEE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

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BID 21

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REQUEST FOR PROPOSALS

LANDSCAPE AND HOLIDAY STREET DECOR PROGRAMS

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July 12, 2021

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### APPENDICES

A.	District Map of Milwaukee <a href="#">Downtown BID 21</a> .....	
B.	Timeline of Key Dates for the Proposal Process .....	
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D.	<a href="#">Proposed Form of Agreement for Services for Holiday Street Decor</a> .....	
E.	Current Inventory of Landscaped Areas .....	

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### EXHIBITS

A.	Staffing and Cost Analysis Form
B.	Job Classifications and Pay Rates
C.	Equipment Schedule
D.	Annual Costs of Operations and Company Fee

## A. REQUEST FOR PROPOSALS

### I. DEFINITIONS

1. "The District" shall refer to the Milwaukee Downtown Business Improvement District 21 of the City of Milwaukee (see Appendix A for the boundaries of the District).

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2. "Landscape Program" shall refer to all aspects of administering, managing and providing the District's Landscape Program, as outlined in this document and all supporting Appendices and Exhibits.

3. "Holiday Street Decor Program" shall refer to all aspects of administering, managing and providing the District's Holiday Street Decor Program, as described in this document and all supporting Appendices and Exhibits.

4. "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.

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5. "Company" shall refer to that party selected by the District to provide the services set forth herein.

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6. "Agreement" shall refer to the contract to be executed between the Company and the District in accordance with these specifications (including the form of Agreements for Services attached hereto as Appendices C and D) and the Company's proposal submitted and accepted by the District, each of which shall be incorporated into the terms of the Agreement.

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7. "Work" shall refer to the landscaping tasks specified in Appendices C and D, performed by the Company, its employees and subcontractors, if any.

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8. "Change Order" shall refer to any modification to the Agreement signed by the Company and the District.

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9. "Costs of Operation" shall refer to all costs and expenses, approved by the District, of managing and operating the Landscape Program and/or the Holiday Street Decor 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, supplies, equipment, transportation, insurance coverage, storage space and the furnishing, cleaning, maintenance and replacement of uniforms.

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## II. BACKGROUND

The mission of the District is "to lead and inspire believers in Milwaukee to engage in efforts that build Downtown as the thriving, sustainable, innovative and vibrant heart of the community". The District's vision is "to be an economic catalyst. . ." causing Downtown to emerge as a premier destination of choice and Milwaukee to become a renowned world-class region.

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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. 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 landscape and holiday street decor services under new Agreements as of January 1, 2022.

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## III. THE OPPORTUNITY

### A. Introduction

The District seeks to enter into Agreement(s) with the successful Proposer(s) to operate the Landscape Program and the Holiday Street Decor Program comprised of landscape and holiday street decor services within the boundaries of the District as outlined in the form of Agreements attached hereto as Appendices C and D. 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. A previous inventory of areas landscaped and maintained by the District in the past is attached hereto as Appendix E. However, the Proposer should undertake its own inventory of current conditions. The Agreement will specify the approximate landscape services to be provided as mutually agreed by the District and the successful Proposer.

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Through this Request for Proposals, the District is seeking: a) statements of qualifications from experienced companies which can provide a full complement of landscaping and/or holiday street decor services, b) detailed proposals for the operation of a proposed landscape and/or holiday street decor program and c) evidence that the Company will advance the philosophical goals of the District's clean, safe and friendly objectives.



## **B. Services**

The services to be provided by the successful Proposer(s) to implement a Landscape Program and a Holiday Street Decor Program pursuant to the terms of the Agreements shall include the following:

### LANDSCAPE PROGRAM

- (a) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners (the parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;
- (b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;
- (c) At the sole option of the CEO of the District, replacing some or all summer flowers and plants pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.
- (d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;
- (e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;
- (f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).
- (g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;
- (h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

**ALL PLANTINGS AND DISPLAYS MUST BE APPROVED BY THE DISTRICT'S CEO PRIOR TO INSTALLATION.**

#### HOLIDAY STREET DECOR PROGRAM

(a) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

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 Landscape Program and/or the Holiday Street Décor 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 Landscape Program and the Holiday Street Decor Program, and shall meet weekly with the Company during the seasons in which landscape and/or holiday street decor services are to be provided. 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 friendly goals.

The District has one central office/headquarters. The Company's Operations Manager shall serve as the Director of the 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

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**Deleted:** (a) → Initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all publicly owned pots, planters and tree wells in public rights of way within the District, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners; ¶

→ (b) → Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District; ¶

→ (c) → At the sole option of the District, replacing all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate; ¶

→ (d) → Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of the Agreement and in no event less than twice per week throughout each season; ¶

→ (e) → Daily monitoring and maintenance of all flower displays within the District through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate; ¶

→ (f) → Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the State Street Bridge; ¶

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in or adjacent to the District for the storage and maintenance of all equipment and materials and for the mobilization of employees required by either Program.

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The District will also enter into contracts for a Public Service Ambassador Program and a Clean Sweep Ambassador 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 Landscape 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 pre-proposal conference was held on Monday, July 12, 2021 at 10:00 a.m. via ZOOM.

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#### B) Pre-Qualification Phase

The District considered proposals submitted July 12, 2021 by all interested Proposers that demonstrated basic qualifications to manage and operate the Landscape Program and/or Holiday Street Decor Program.

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#### C) Proposals

The District is now requesting 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 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 are due in the office of

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

on Monday, August 16, 2021 no later than noon. The District reserves the right to reject any proposal received after that time.

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3. Submission of Proposal:

- a. All proposals shall be submitted electronically and with two (2) hard copies.
- 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 the District prior to the final selection of the Company.

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(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 friendly.
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 Landscape Program [and/or the Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#).
11. Letters of recommendation from owners of properties served by the Proposer and other appropriate parties attesting to the Proposers and proposed Operations Manager's ability and competence in the operation and management of landscape [and holiday street decor](#) programs.
12. A statement indicating the Proposers 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.

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14. The District, in consultation with the Company, will specify for 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.

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(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 Landscape Program [and/or Holiday Street Decor 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 friendly 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, 2022, and terminating on December 31, 2024, which may, by mutual consent, be extended for additional terms of one (1)

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year each. The District reserves the right to terminate the Agreement(s) without cause upon thirty (30) days written notice.

In any such extension of any 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.

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## VII. COMPENSATION OF COMPANY

Compensation of the Company for the management and operation of the Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor Program, and to operate the Landscape Program and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#), including but not limited to the following:

A. Operations

1. The Company will be responsible for the provision of the comprehensive Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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 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 friendly 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 friendly objectives of the District.

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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 Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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
- [Cyber Security Coverage](#)

Each of the above (except statutory workers' compensation coverage) shall have limits of at least \$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 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(s), 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.

APPENDIX A  
DISTRICT MAP

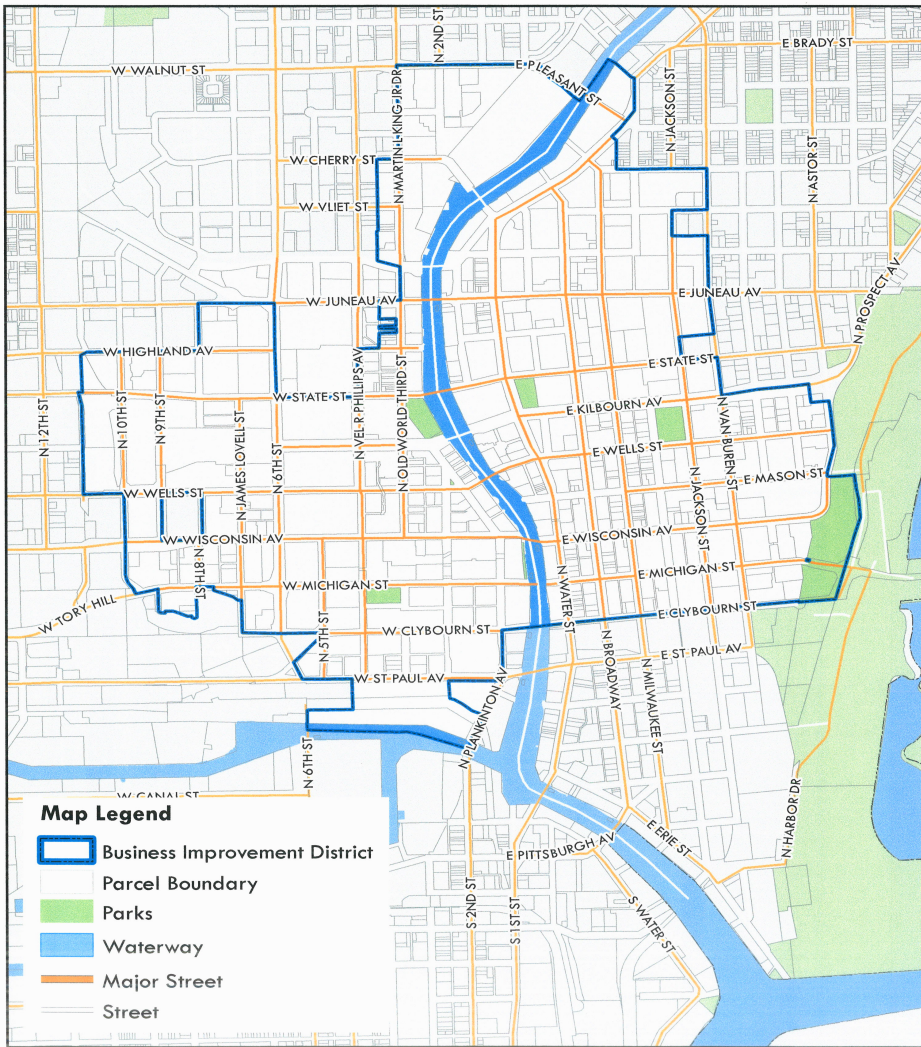
Exhibit A

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  
Sources: City of Milwaukee Information Technology Management Division;  
Dept. of City Development Commercial Corridors Team

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APPENDIX B  
TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

## **APPENDIX B**

### TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

<u>Monday, July 12, 2021</u> 10:00 a.m.	Pre-Proposal Conference via <b>ZOOM</b> Reinhart Boerner Van Deuren s.c. 1000 North Water Street, Suite 1700 Milwaukee, WI 53202	<div>Deleted: Tuesday</div> <div>Deleted: May 5</div> <div>Deleted: 09</div> <div>Formatted: Indent: Left: 2", First line: 0.5"</div>
Monday, <u>July 12, 2021</u> Noon	Request for Qualifications due to Deborah C. Tomczyk	<div>Deleted: May</div> <div>Deleted: 09</div>
<u>Monday, August 16, 2021</u> 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	<div>Deleted: Friday</div> <div>Deleted: May 22</div> <div>Deleted: 09</div>
<u>End of August, 2021</u> ▼	Selected Proposers make presentations to District Subcommittee	<div>Deleted: Wednesday, May 27, 2009</div> <div>Deleted: afternoon</div>
<u>September, 2021</u>	Proposer(s) selected/Agreement negotiated	<div>Deleted: June</div> <div>Deleted: 09</div>

APPENDIX C

| PROPOSED FORM OF AGREEMENT FOR SERVICES [FOR LANDSCAPING](#)

Exhibit A

Boundaries of Business Improvement District No. 21

AGREEMENT FOR SERVICES  
(Landscaping)

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

RECITALS

The Board and the Company acknowledge the following:

A. On or about June 14, 2021, the Board circulated a Request for Qualifications for its Landscape Program (the "RFQ") inviting third parties to submit their qualifications for the provision of seasonal landscaping services within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" objectives of the District, all as set forth in the District's initial operating plan adopted by resolution no. 70900 of the Common Council of the City of Milwaukee dated October 14, 1997. On or about \_\_\_\_\_, 2021, the Board solicited a responsive proposal from the Company to provide certain seasonal landscaping services set forth below and in the Company's proposals.

B. The Board and the Company now enter into this Agreement for Services (Landscaping) to specify the terms upon which the Company will provide certain seasonal landscaping to the District.

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) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners. The parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;

(b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;

(c) At the sole option of the chief executive officer of the District (the "CEO"), replacing some or all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.

(d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;



(e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;

(f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).

(g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;

(h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

## 2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the CEO. The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during any planting, pre-planting or holiday seasons and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

## 3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, flowers and plants necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all plantings and displays must be approved by the CEO prior to installation.**

(b) Plantings. The Company shall provide sufficient summer and fall flowers and plantings, as mutually acceptable to the Company and the CEO, to complete initial planting of publicly owned pots, planters (including, but not limited to, 24 bike planter units), tree wells, specified privately owned pots, hanging planters along the riverwalk system within the District Boundaries. In addition, during each season throughout the term of this Agreement, the Company agrees to provide, plant and service for the District up to an additional 15 percent of the initial number of flowers and plants planted pursuant to this Agreement to replace damaged or destroyed flowers and plants. Designs for the summer color, fall color and holiday decorations displays shall be subject to review and approval by the CEO. In the event that DPW provides flowers and plants to the District, at no cost to either the District or the Company, for planting of publicly owned pots, planters and tree wells in public rights of way within the District Boundaries, the Company shall discount its services

provided under this Agreement and reduce the costs charged to the District pursuant to Section 12 and Exhibit C below by the fair market value of any flowers and/or plants provided by DPW.

(c) Hanging Planters. The Company will make available for purchase, by individual property owners, the Milwaukee Riverwalk District, Inc. or the District, new hanging planters (similar in quality and design with hanging planters currently used along the riverwalk system) at the price of \$333.00 per hanging planter. Such price shall include all costs related to the purchase of the hanging planters and hardware (\$ ) and all costs related to the liners, soil, flowers, plantings and installation of a new hanging planter on an existing pole along the riverwalk system (\$ ).

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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, and (e) cyber-security 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 "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.

9. Repairing Damage. The Company shall, at its sole cost, promptly repair or replace any property damaged, carried 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing landscaping services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of landscaping operations shall be \$\_\_\_\_\_ in 2022, \$\_\_\_\_\_ in 2023 and \$\_\_\_\_\_ in 2024, as set forth on the payment schedule attached hereto as Exhibit C, which shall be the maximum annual costs to be paid by the Board to the Company for landscaping, provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement and provided that, at the CEO's sole option, the CEO may elect to have the Court of Honor landscaped in a manner similar to past years at an annual cost of \$\_\_\_\_\_ per year. Without specific written authorization of the CEO, the Company cannot exceed the total landscaping costs set forth in this Subsection. Any costs for landscaping incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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 the Company in the previous 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 fifteen 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.

(c) 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 providing landscaping services as described in the current operating plan of 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 provision of landscaping services to the District 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 provision of landscaping services to the District prepared by an independent certified public accountant. The

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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 percent or greater in the Company's accounting practices.

13. Company as Independent Contractor. Nothing in this Agreement shall be deemed or construed as creating 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States Registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

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To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

19. Successors and Assigns. The Board may assign its interest in this Agreement at any time, provided that it notifies the Company of such assignment within a reasonable time thereof. The Company may not assign its interest in this Agreement to any party, whether by operation of law or otherwise, without the prior written consent of the Board which may be withheld in the Board's sole discretion. The Company may not subcontract all or any portion of its obligations under this Agreement without the prior written consent of the Board which may be withheld in the Board's sole discretion. The covenants and agreement herein contained shall bind and inure to the benefit of the parties and their permitted successors and assigns.

BOARD OF BUSINESS IMPROVEMENT DISTRICT NO. 21

BY \_\_\_\_\_  
Joseph Ullrich, Chair  
\_\_\_\_\_

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BY \_\_\_\_\_  
Its \_\_\_\_\_

State of Wisconsin )  
 ) ss  
Milwaukee County )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Joseph Ullrich 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.

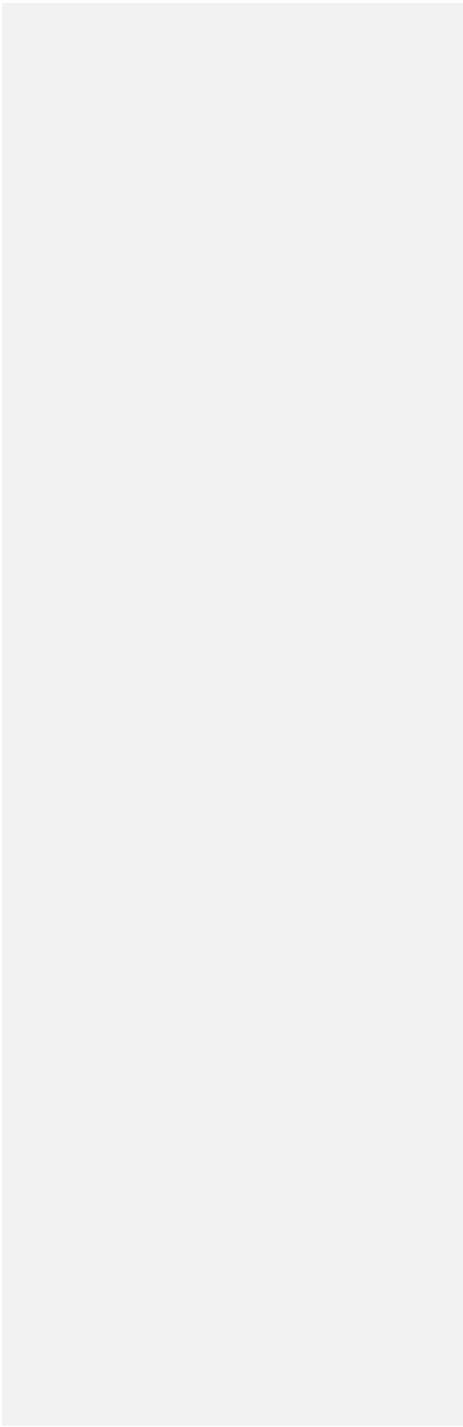
( \_\_\_\_\_ )  
 Notary Public, State of Wisconsin  
 My commission \_\_\_\_\_

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AUTHENTICATION

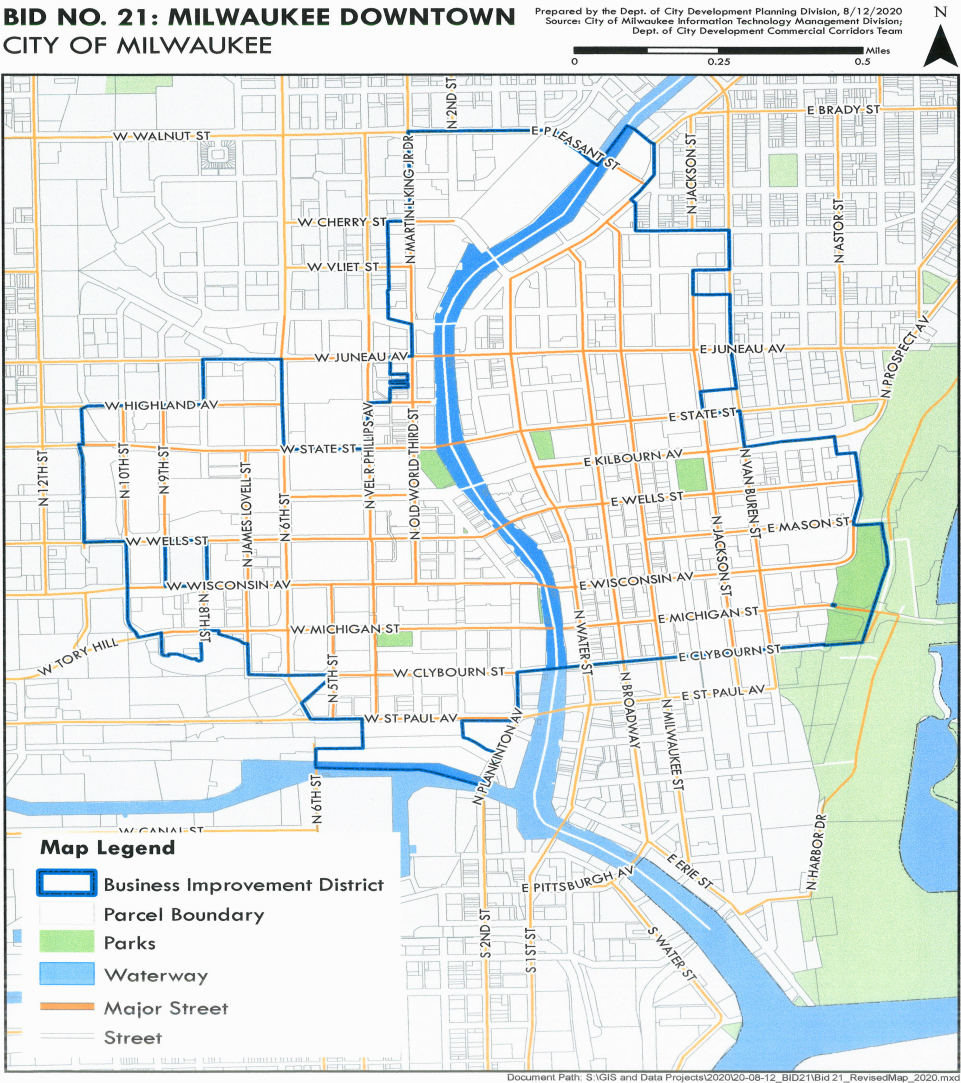
Signature of \_\_\_\_\_ authenticated  
on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Leborah C. Tomczyk



**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



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## EXHIBIT B

### Inventory of Landscape Bed/Planter/Container/Baskets

154 on-grade beds along Wisconsin Avenue, including 20 bike planter units

5 Bridge Planters

3 on Wells

2 on Wisconsin

11 planters at ASQ River Plaza

7 pots on Plankinton at Grand Avenue

18 pots on 2nd Street at Grand Avenue

8 on-grade beds for RACM between 4th and 5th on south side of Wisconsin Avenue.  
(NOTE: These 8 are included in the 154 total on Wisconsin Avenue. They are NOT 8 additional beds.)

15 beds within the Court of Honor median on Wisconsin Avenue from 8th to 19th.

2 "landscape only" beds at 9th and Wisconsin. (Landscaping Maintenance Only . . . no color program.)

5 on-grade beds for City of Milwaukee at the library, on Wisconsin Avenue between 8th and 9th Street. (NOTE: These 5 are included in the 154 total on Wisconsin Avenue. They are NOT 5 additional beds.)

10 planters at Schlitz Park Riverwalk

Old World Third Street area

35 on-grade Tree Beds

9 steel pots

8 pots at Kilbourn and 3rd (Calderone Club)

8 pots at 3rd and Wells

11 pots at area around 2nd/Wells/Plankinton

24 steel pots at Michigan and Plankinton

5 pots at Michigan and 3rd Street (Courtyard by Marriott)



[2 pots on Broadway at Wisconsin Avenue](#)

[2 pots on Broadway at Mason Street](#)

[1 pot on 3rd at Wisconsin Avenue](#)

[22 planters inset into the Riverwalk \(west side only\)](#)

[2 pots to be relocated to District Information Kiosk at 210 West Wisconsin Avenue](#)

[60 Hanging Baskets along Riverwalk](#)

[2 pots on 5th Street between St. Paul and Michigan at Stone Creek Coffee](#)

[3 street beds at 833 East Michigan](#)

[4 street beds on west side of Broadway, north of Wisconsin at 250 Plaza](#)

[3 pots on east side of Broadway, north of Michigan at 600-612 North Broadway](#)

APPENDIX D

PROPOSED FORM OF AGREEMENT FOR SERVICES  
FOR HOLIDAY STREET DECOR

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**AGREEMENT FOR SERVICES**  
**(Holiday Street Decor)**

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

**RECITALS**

The Board and the Company acknowledge the following:

A. In summer of 2012, the Board solicited proposals to provide holiday street decor within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" 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.

B. The Board and the Company now enter into this Agreement for Services (Holiday Street Decor) to specify the terms upon which the Company would provide certain holiday street decor installation services to the District.

**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) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the chief executive officer of the District or such other persons designated by the Board (collectively, the "CEO"). The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during the year end holiday season and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, and holiday street decor necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all holiday street decor must be approved by the CEO prior to installation.**

(b) Holiday Street Decor. The Company shall provide holiday street decor, as mutually acceptable to the Company and the CEO, to decorate Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each annual holiday season.

(c) Zeidler Park Holiday Lights Program. The Company shall continue to administer the Zeidler Park Holiday Decor and associated install/de-stall servicing consistent with past practice and as set forth on the attached Exhibit B.

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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; (d) employee dishonesty or blanket fidelity crime coverage; and (e) cyber-security 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.

9. 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing holiday decor services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of holiday decor operations shall be \$ \_\_\_\_\_ in 2021, \$ \_\_\_\_\_ in 2022 and \$ \_\_\_\_\_ in 2023, which shall be the maximum annual costs to be paid by the Board to the Company for holiday decor (including the Zeidler Park Holiday Lights Program), provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement. Without specific written authorization of the Board, the Company cannot exceed the total holiday decor costs set forth in this Subsection. Any costs for holiday decor incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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. 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 fifteen 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.

(c) 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 providing holiday decor services as described in the current operating plan of 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 provision of holiday decor services to the District 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 provision of holiday decor services to the District 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 percent or greater in the Company's accounting practices.

13. 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.



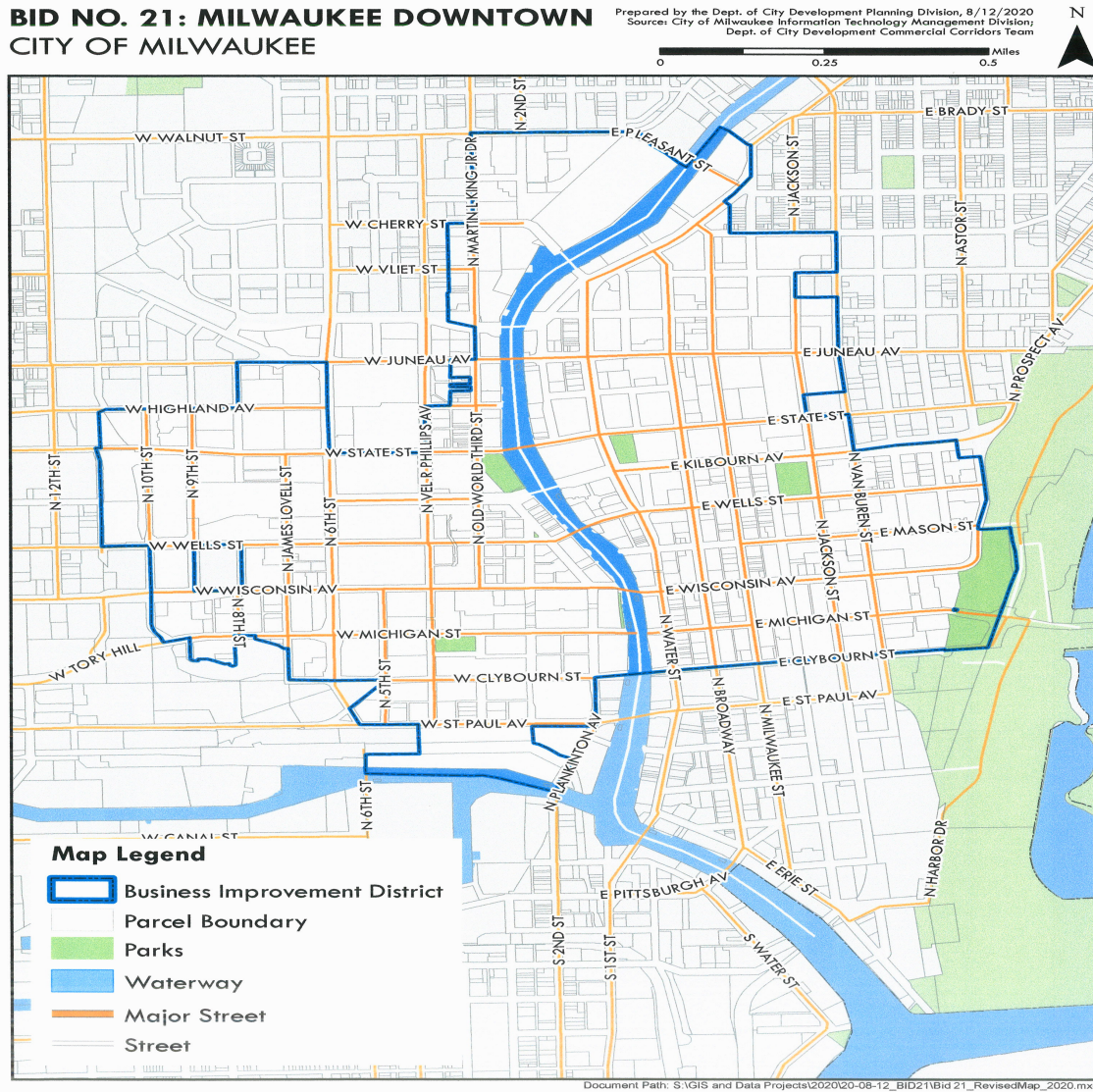


Exhibit A

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



|

APPENDIX [E](#)

CURRENT INVENTORY OF LANDSCAPED AREAS

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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 during Labor Costs**

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)
Landscape Equipment	\$_____(13)
Landscape 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)
<b><u>TOTALS</u></b>	
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)

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Page 27: [2] Deleted	Deborah C. Tomczyk	7/9/21 11:08:00 AM



MILWAUKEE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

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BID 21

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REQUEST FOR PROPOSALS

LANDSCAPE AND HOLIDAY STREET DECOR PROGRAMS

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July 12, 2021

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### APPENDICES

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### EXHIBITS

A.	Staffing and Cost Analysis Form
B.	Job Classifications and Pay Rates
C.	Equipment Schedule
D.	Annual Costs of Operations and Company Fee

## A. REQUEST FOR PROPOSALS

### I. DEFINITIONS

1. "The District" shall refer to the Milwaukee Downtown Business Improvement District 21 of the City of Milwaukee (see Appendix A for the boundaries of the District).

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2. "Landscape Program" shall refer to all aspects of administering, managing and providing the District's Landscape Program, as outlined in this document and all supporting Appendices and Exhibits.

3. "Holiday Street Decor Program" shall refer to all aspects of administering, managing and providing the District's Holiday Street Decor Program, as described in this document and all supporting Appendices and Exhibits.

4. "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.

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5. "Company" shall refer to that party selected by the District to provide the services set forth herein.

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6. "Agreement" shall refer to the contract to be executed between the Company and the District in accordance with these specifications (including the form of Agreements for Services attached hereto as Appendices C and D) and the Company's proposal submitted and accepted by the District, each of which shall be incorporated into the terms of the Agreement.

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7. "Work" shall refer to the landscaping tasks specified in Appendices C and D, performed by the Company, its employees and subcontractors, if any.

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8. "Change Order" shall refer to any modification to the Agreement signed by the Company and the District.

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9. "Costs of Operation" shall refer to all costs and expenses, approved by the District, of managing and operating the Landscape Program and/or the Holiday Street Decor 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, supplies, equipment, transportation, insurance coverage, storage space and the furnishing, cleaning, maintenance and replacement of uniforms.

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## II. BACKGROUND

The mission of the District is "to lead and inspire believers in Milwaukee to engage in efforts that build Downtown as the thriving, sustainable, innovative and vibrant heart of the community". The District's vision is "to be an economic catalyst. . ." causing Downtown to emerge as a premier destination of choice and Milwaukee to become a renowned world-class region.

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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. 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 landscape and holiday street decor services under new Agreements as of January 1, 2022.

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## III. THE OPPORTUNITY

### A. Introduction

The District seeks to enter into Agreement(s) with the successful Proposer(s) to operate the Landscape Program and the Holiday Street Decor Program comprised of landscape and holiday street decor services within the boundaries of the District as outlined in the form of Agreements attached hereto as Appendices C and D. 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. A previous inventory of areas landscaped and maintained by the District in the past is attached hereto as Appendix E. However, the Proposer should undertake its own inventory of current conditions. The Agreement will specify the approximate landscape services to be provided as mutually agreed by the District and the successful Proposer.

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Through this Request for Proposals, the District is seeking: a) statements of qualifications from experienced companies which can provide a full complement of landscaping and/or holiday street decor services, b) detailed proposals for the operation of a proposed landscape and/or holiday street decor program and c) evidence that the Company will advance the philosophical goals of the District's clean, safe and friendly objectives.

## **B. Services**

The services to be provided by the successful Proposer(s) to implement a Landscape Program and a Holiday Street Decor Program pursuant to the terms of the Agreements shall include the following:

### LANDSCAPE PROGRAM

- (a) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners (the parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;
- (b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;
- (c) At the sole option of the CEO of the District, replacing some or all summer flowers and plants pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.
- (d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;
- (e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;
- (f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).
- (g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;
- (h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

**ALL PLANTINGS AND DISPLAYS MUST BE APPROVED BY THE DISTRICT'S CEO PRIOR TO INSTALLATION.**

#### HOLIDAY STREET DECOR PROGRAM

(a) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

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 Landscape Program and/or the Holiday Street Décor 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 Landscape Program and the Holiday Street Decor Program, and shall meet weekly with the Company during the seasons in which landscape and/or holiday street decor services are to be provided. 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 friendly goals.

The District has one central office/headquarters. The Company's Operations Manager shall serve as the Director of the 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

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**Deleted:** (a) → Initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all publicly owned pots, planters and tree wells in public rights of way within the District, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners; ¶

→ (b) → Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District; ¶

→ (c) → At the sole option of the District, replacing all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate; ¶

→ (d) → Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of the Agreement and in no event less than twice per week throughout each season; ¶

→ (e) → Daily monitoring and maintenance of all flower displays within the District through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate; ¶

→ (f) → Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the State Street Bridge; ¶

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in or adjacent to the District for the storage and maintenance of all equipment and materials and for the mobilization of employees required by either Program.

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The District will also enter into contracts for a Public Service Ambassador Program and a Clean Sweep Ambassador 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 Landscape 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 pre-proposal conference was held on Monday, July 12, 2021 at 10:00 a.m. via ZOOM.

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#### B) Pre-Qualification Phase

The District considered proposals submitted July 12, 2021 by all interested Proposers that demonstrated basic qualifications to manage and operate the Landscape Program and/or Holiday Street Decor Program.

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#### C) Proposals

The District is now requesting 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 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 are due in the office of

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

on Monday, August 16, 2021 no later than noon. The District reserves the right to reject any proposal received after that time.

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3. Submission of Proposal:

- a. All proposals shall be submitted electronically and with two (2) hard copies.
- 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 the District prior to the final selection of the Company.

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(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 friendly.
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 Landscape Program [and/or the Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#).
11. Letters of recommendation from owners of properties served by the Proposer and other appropriate parties attesting to the Proposers and proposed Operations Manager's ability and competence in the operation and management of landscape [and holiday street decor](#) programs.
12. A statement indicating the Proposers 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.

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14. The District, in consultation with the Company, will specify for 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.

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(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 Landscape Program [and/or Holiday Street Decor 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 friendly 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, 2022, and terminating on December 31, 2024, which may, by mutual consent, be extended for additional terms of one (1)

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year each. The District reserves the right to terminate the Agreement(s) without cause upon thirty (30) days written notice.

In any such extension of any 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.

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## VII. COMPENSATION OF COMPANY

Compensation of the Company for the management and operation of the Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor Program, and to operate the Landscape Program and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#), including but not limited to the following:

A. Operations

1. The Company will be responsible for the provision of the comprehensive Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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 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 friendly 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 friendly objectives of the District.

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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 Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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
- [Cyber Security Coverage](#)

Each of the above (except statutory workers' compensation coverage) shall have limits of at least \$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 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(s), 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.

APPENDIX A  
DISTRICT MAP

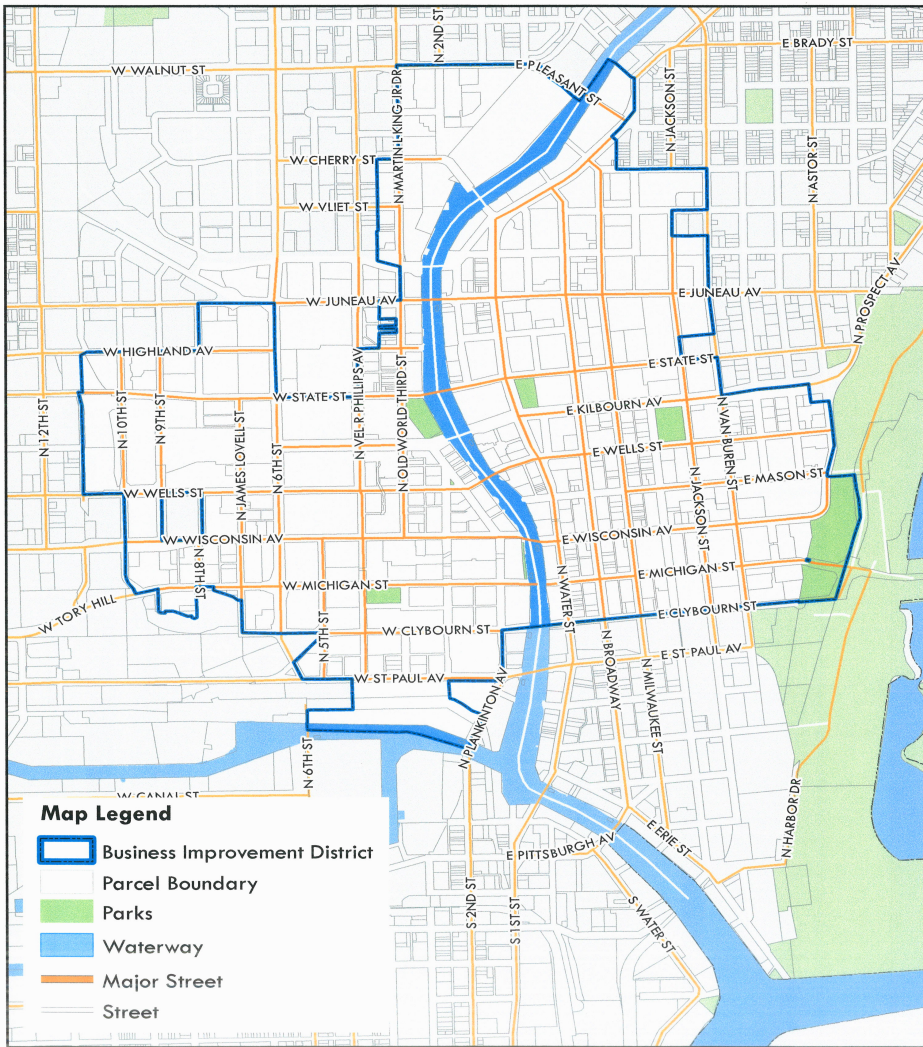
Exhibit A

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  
Sources: City of Milwaukee Information Technology Management Division;  
Dept. of City Development Commercial Corridors Team

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APPENDIX B  
TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

## **APPENDIX B**

### TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

<u>Monday, July 12, 2021</u> 10:00 a.m.	Pre-Proposal Conference via <u>ZOOM</u> Reinhart Boerner Van Deuren s.c. 1000 North Water Street, Suite 1700 Milwaukee, WI 53202	<div>Deleted: Tuesday</div> <div>Deleted: May 5</div> <div>Deleted: 09</div> <div>Formatted: Indent: Left: 2", First line: 0.5"</div>
Monday, <u>July 12, 2021</u> Noon	Request for Qualifications due to Deborah C. Tomczyk	<div>Deleted: May</div> <div>Deleted: 09</div>
<u>Monday, August 16, 2021</u> 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	<div>Deleted: Friday</div> <div>Deleted: May 22</div> <div>Deleted: 09</div>
<u>End of August, 2021</u> ▼	Selected Proposers make presentations to District Subcommittee	<div>Deleted: Wednesday, May 27, 2009</div> <div>Deleted: afternoon</div>
<u>September, 2021</u>	Proposer(s) selected/Agreement negotiated	<div>Deleted: June</div> <div>Deleted: 09</div>

APPENDIX C

| PROPOSED FORM OF AGREEMENT FOR SERVICES [FOR LANDSCAPING](#)

Exhibit A

Boundaries of Business Improvement District No. 21

AGREEMENT FOR SERVICES  
(Landscaping)

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

RECITALS

The Board and the Company acknowledge the following:

A. On or about June 14, 2021, the Board circulated a Request for Qualifications for its Landscape Program (the "RFQ") inviting third parties to submit their qualifications for the provision of seasonal landscaping services within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" objectives of the District, all as set forth in the District's initial operating plan adopted by resolution no. 70900 of the Common Council of the City of Milwaukee dated October 14, 1997. On or about \_\_\_\_\_, 2021, the Board solicited a responsive proposal from the Company to provide certain seasonal landscaping services set forth below and in the Company's proposals.

B. The Board and the Company now enter into this Agreement for Services (Landscaping) to specify the terms upon which the Company will provide certain seasonal landscaping to the District.

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) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners. The parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;

(b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;

(c) At the sole option of the chief executive officer of the District (the "CEO"), replacing some or all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.

(d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;

(e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;

(f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).

(g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;

(h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

## 2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the CEO. The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during any planting, pre-planting or holiday seasons and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

## 3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, flowers and plants necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all plantings and displays must be approved by the CEO prior to installation.**

(b) Plantings. The Company shall provide sufficient summer and fall flowers and plantings, as mutually acceptable to the Company and the CEO, to complete initial planting of publicly owned pots, planters (including, but not limited to, 24 bike planter units), tree wells, specified privately owned pots, hanging planters along the riverwalk system within the District Boundaries. In addition, during each season throughout the term of this Agreement, the Company agrees to provide, plant and service for the District up to an additional 15 percent of the initial number of flowers and plants planted pursuant to this Agreement to replace damaged or destroyed flowers and plants. Designs for the summer color, fall color and holiday decorations displays shall be subject to review and approval by the CEO. In the event that DPW provides flowers and plants to the District, at no cost to either the District or the Company, for planting of publicly owned pots, planters and tree wells in public rights of way within the District Boundaries, the Company shall discount its services

provided under this Agreement and reduce the costs charged to the District pursuant to Section 12 and Exhibit C below by the fair market value of any flowers and/or plants provided by DPW.

(c) Hanging Planters. The Company will make available for purchase, by individual property owners, the Milwaukee Riverwalk District, Inc. or the District, new hanging planters (similar in quality and design with hanging planters currently used along the riverwalk system) at the price of \$333.00 per hanging planter. Such price shall include all costs related to the purchase of the hanging planters and hardware (\$ ) and all costs related to the liners, soil, flowers, plantings and installation of a new hanging planter on an existing pole along the riverwalk system (\$ ).

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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, and (e) cyber-security 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 "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.

9. Repairing Damage. The Company shall, at its sole cost, promptly repair or replace any property damaged, carried 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing landscaping services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of landscaping operations shall be \$\_\_\_\_\_ in 2022, \$\_\_\_\_\_ in 2023 and \$\_\_\_\_\_ in 2024, as set forth on the payment schedule attached hereto as Exhibit C, which shall be the maximum annual costs to be paid by the Board to the Company for landscaping, provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement and provided that, at the CEO's sole option, the CEO may elect to have the Court of Honor landscaped in a manner similar to past years at an annual cost of \$\_\_\_\_\_ per year. Without specific written authorization of the CEO, the Company cannot exceed the total landscaping costs set forth in this Subsection. Any costs for landscaping incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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 the Company in the previous 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 fifteen 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.

(c) 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 providing landscaping services as described in the current operating plan of 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 provision of landscaping services to the District 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 provision of landscaping services to the District prepared by an independent certified public accountant. The

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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 percent or greater in the Company's accounting practices.

13. Company as Independent Contractor. Nothing in this Agreement shall be deemed or construed as creating 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States Registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

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To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

19. Successors and Assigns. The Board may assign its interest in this Agreement at any time, provided that it notifies the Company of such assignment within a reasonable time thereof. The Company may not assign its interest in this Agreement to any party, whether by operation of law or otherwise, without the prior written consent of the Board which may be withheld in the Board's sole discretion. The Company may not subcontract all or any portion of its obligations under this Agreement without the prior written consent of the Board which may be withheld in the Board's sole discretion. The covenants and agreement herein contained shall bind and inure to the benefit of the parties and their permitted successors and assigns.

BOARD OF BUSINESS IMPROVEMENT DISTRICT NO. 21

BY \_\_\_\_\_  
Joseph Ullrich, Chair  
\_\_\_\_\_

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BY \_\_\_\_\_  
Its \_\_\_\_\_

State of Wisconsin )  
 ) ss  
Milwaukee County )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Joseph Ullrich 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.

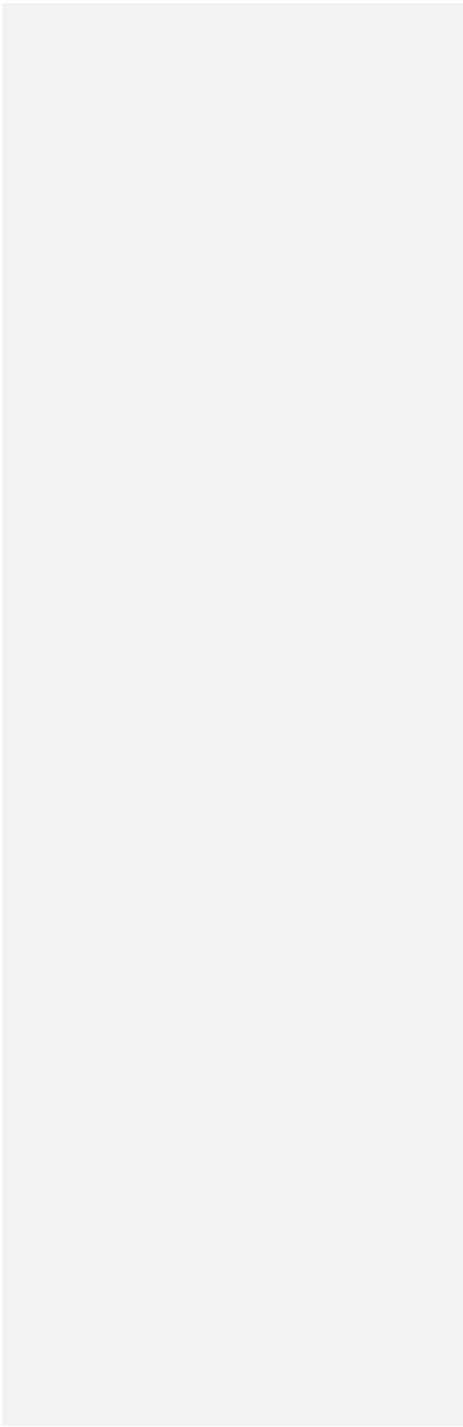
( \_\_\_\_\_ )  
Notary Public, State of Wisconsin  
My commission \_\_\_\_\_

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AUTHENTICATION

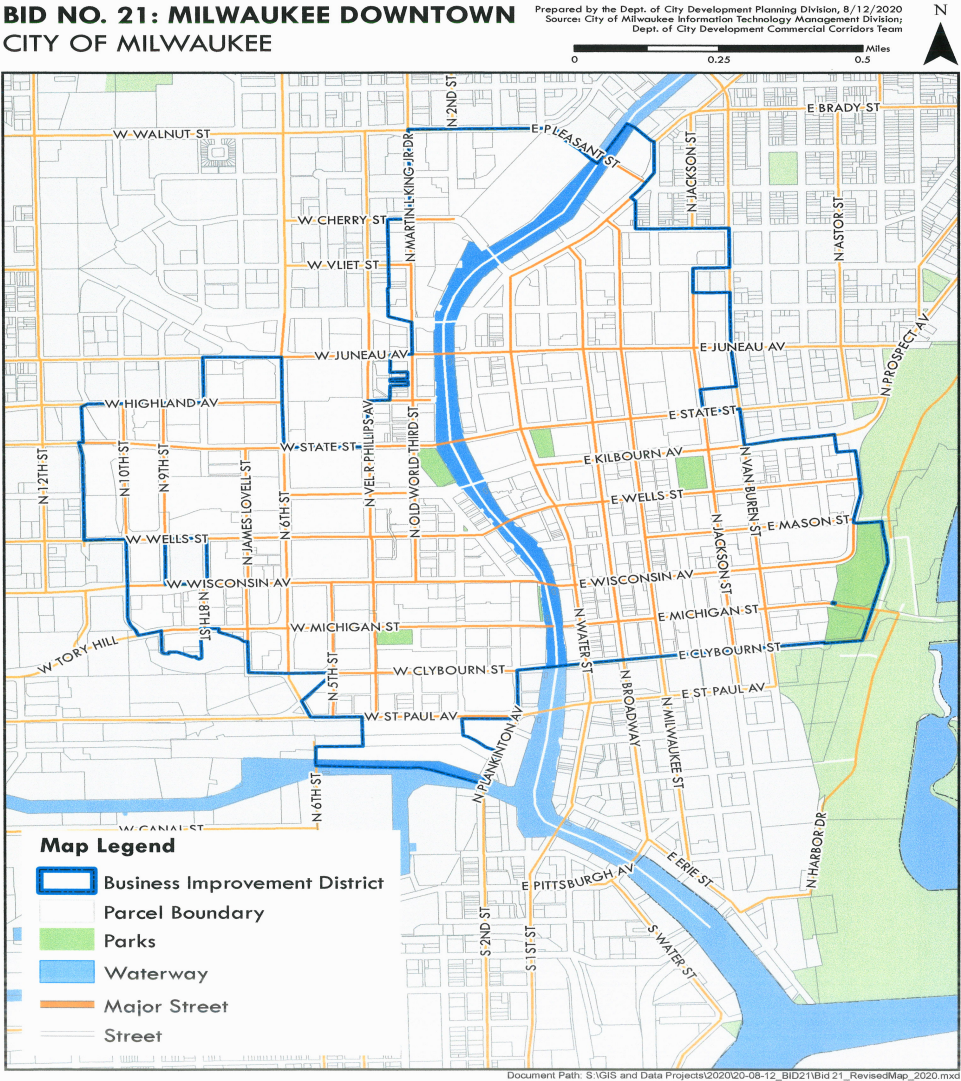
Signature of \_\_\_\_\_ authenticated  
on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Leborah C. Tomczyk



**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



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## EXHIBIT B

### Inventory of Landscape Bed/Planter/Container/Baskets

154 on-grade beds along Wisconsin Avenue, including 20 bike planter units

5 Bridge Planters

3 on Wells

2 on Wisconsin

11 planters at ASQ River Plaza

7 pots on Plankinton at Grand Avenue

18 pots on 2nd Street at Grand Avenue

8 on-grade beds for RACM between 4th and 5th on south side of Wisconsin Avenue.  
(NOTE: These 8 are included in the 154 total on Wisconsin Avenue. They are NOT 8  
additional beds.)

15 beds within the Court of Honor median on Wisconsin Avenue from 8th to 19th.

2 "landscape only" beds at 9th and Wisconsin. (Landscaping Maintenance Only . . . no  
color program.)

5 on-grade beds for City of Milwaukee at the library, on Wisconsin Avenue between 8th and  
9th Street. (NOTE: These 5 are included in the 154 total on Wisconsin Avenue. They are  
NOT 5 additional beds.)

10 planters at Schlitz Park Riverwalk

Old World Third Street area

35 on-grade Tree Beds

9 steel pots

8 pots at Kilbourn and 3rd (Calderone Club)

8 pots at 3rd and Wells

11 pots at area around 2nd/Wells/Plankinton

24 steel pots at Michigan and Plankinton

5 pots at Michigan and 3rd Street (Courtyard by Marriott)

[2 pots on Broadway at Wisconsin Avenue](#)

[2 pots on Broadway at Mason Street](#)

[1 pot on 3rd at Wisconsin Avenue](#)

[22 planters inset into the Riverwalk \(west side only\)](#)

[2 pots to be relocated to District Information Kiosk at 210 West Wisconsin Avenue](#)

[60 Hanging Baskets along Riverwalk](#)

[2 pots on 5th Street between St. Paul and Michigan at Stone Creek Coffee](#)

[3 street beds at 833 East Michigan](#)

[4 street beds on west side of Broadway, north of Wisconsin at 250 Plaza](#)

[3 pots on east side of Broadway, north of Michigan at 600-612 North Broadway](#)

APPENDIX D

PROPOSED FORM OF AGREEMENT FOR SERVICES  
FOR HOLIDAY STREET DECOR

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**AGREEMENT FOR SERVICES**  
**(Holiday Street Decor)**

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

**RECITALS**

The Board and the Company acknowledge the following:

A. In summer of 2012, the Board solicited proposals to provide holiday street decor within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" 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.

B. The Board and the Company now enter into this Agreement for Services (Holiday Street Decor) to specify the terms upon which the Company would provide certain holiday street decor installation services to the District.

**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) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the chief executive officer of the District or such other persons designated by the Board (collectively, the "CEO"). The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during the year end holiday season and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, and holiday street decor necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all holiday street decor must be approved by the CEO prior to installation.**

(b) Holiday Street Decor. The Company shall provide holiday street decor, as mutually acceptable to the Company and the CEO, to decorate Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each annual holiday season.

(c) Zeidler Park Holiday Lights Program. The Company shall continue to administer the Zeidler Park Holiday Decor and associated install/de-stall servicing consistent with past practice and as set forth on the attached Exhibit B.

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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; (d) employee dishonesty or blanket fidelity crime coverage; and (e) cyber-security 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.

9. 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing holiday decor services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of holiday decor operations shall be \$ \_\_\_\_\_ in 2021, \$ \_\_\_\_\_ in 2022 and \$ \_\_\_\_\_ in 2023, which shall be the maximum annual costs to be paid by the Board to the Company for holiday decor (including the Zeidler Park Holiday Lights Program), provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement. Without specific written authorization of the Board, the Company cannot exceed the total holiday decor costs set forth in this Subsection. Any costs for holiday decor incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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. 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 fifteen 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.

(c) 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 providing holiday decor services as described in the current operating plan of 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 provision of holiday decor services to the District 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 provision of holiday decor services to the District 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 percent or greater in the Company's accounting practices.

13. 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

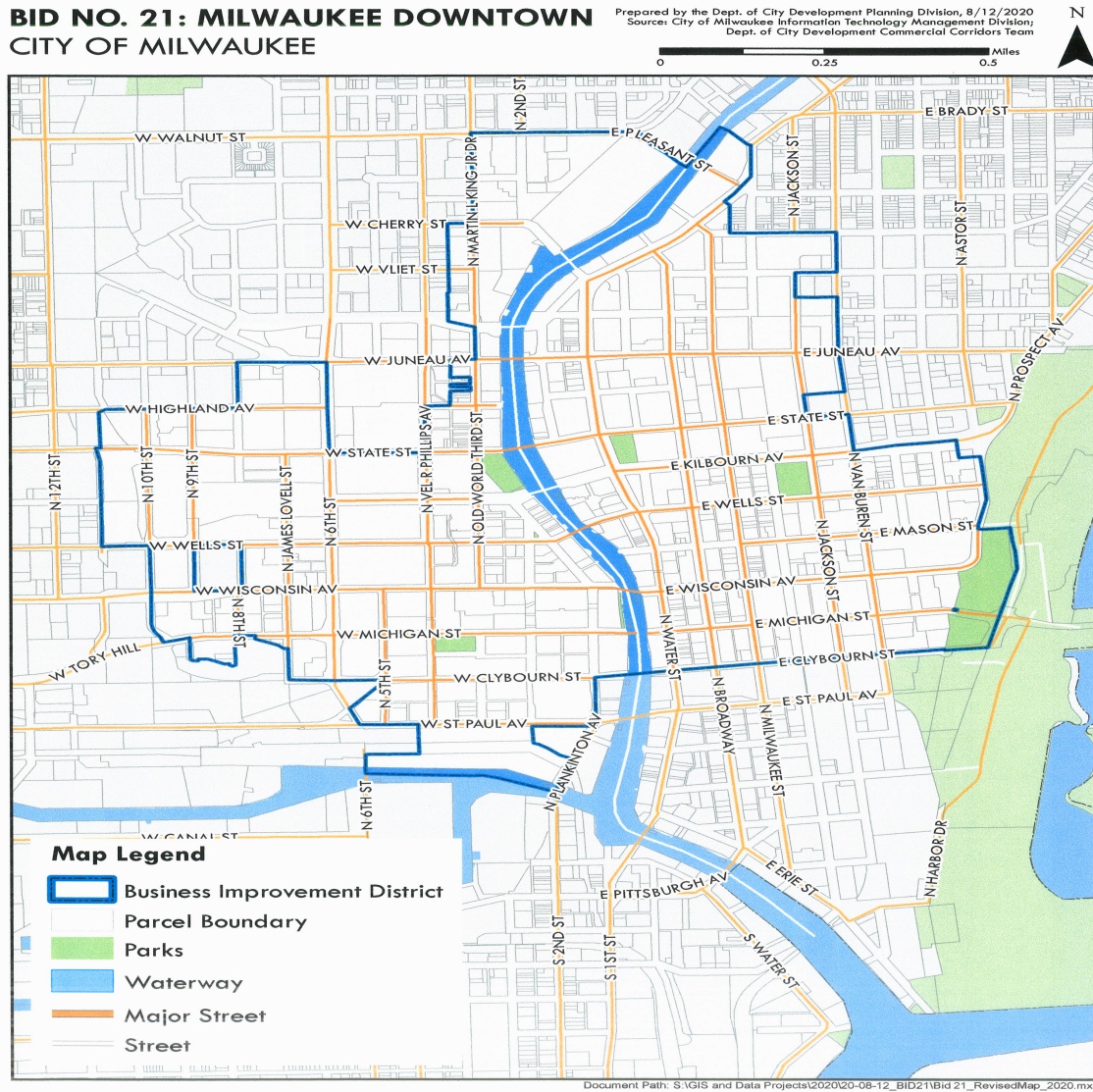


Exhibit A

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



|

APPENDIX [E](#)

CURRENT INVENTORY OF LANDSCAPED AREAS

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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 during Labor Costs**

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)
Landscape Equipment	\$_____(13)
Landscape 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)
<b><u>TOTALS</u></b>	
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)

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MILWAUKEE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

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BID 21

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REQUEST FOR PROPOSALS

LANDSCAPE AND HOLIDAY STREET DECOR PROGRAMS

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July 12, 2021

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### EXHIBITS

A.	Staffing and Cost Analysis Form
B.	Job Classifications and Pay Rates
C.	Equipment Schedule
D.	Annual Costs of Operations and Company Fee

## A. REQUEST FOR PROPOSALS

### I. DEFINITIONS

1. "The District" shall refer to the Milwaukee Downtown Business Improvement District 21 of the City of Milwaukee (see Appendix A for the boundaries of the District).

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2. "Landscape Program" shall refer to all aspects of administering, managing and providing the District's Landscape Program, as outlined in this document and all supporting Appendices and Exhibits.

3. "Holiday Street Decor Program" shall refer to all aspects of administering, managing and providing the District's Holiday Street Decor Program, as described in this document and all supporting Appendices and Exhibits.

4. "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.

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5. "Company" shall refer to that party selected by the District to provide the services set forth herein.

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6. "Agreement" shall refer to the contract to be executed between the Company and the District in accordance with these specifications (including the form of Agreements for Services attached hereto as Appendices C and D) and the Company's proposal submitted and accepted by the District, each of which shall be incorporated into the terms of the Agreement.

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7. "Work" shall refer to the landscaping tasks specified in Appendices C and D, performed by the Company, its employees and subcontractors, if any.

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8. "Change Order" shall refer to any modification to the Agreement signed by the Company and the District.

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9. "Costs of Operation" shall refer to all costs and expenses, approved by the District, of managing and operating the Landscape Program and/or the Holiday Street Decor 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, supplies, equipment, transportation, insurance coverage, storage space and the furnishing, cleaning, maintenance and replacement of uniforms.

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## II. BACKGROUND

The mission of the District is "to lead and inspire believers in Milwaukee to engage in efforts that build Downtown as the thriving, sustainable, innovative and vibrant heart of the community". The District's vision is "to be an economic catalyst. . ." causing Downtown to emerge as a premier destination of choice and Milwaukee to become a renowned world-class region.

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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. 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 landscape and holiday street decor services under new Agreements as of January 1, 2022.

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## III. THE OPPORTUNITY

### A. Introduction

The District seeks to enter into Agreement(s) with the successful Proposer(s) to operate the Landscape Program and the Holiday Street Decor Program comprised of landscape and holiday street decor services within the boundaries of the District as outlined in the form of Agreements attached hereto as Appendices C and D. 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. A previous inventory of areas landscaped and maintained by the District in the past is attached hereto as Appendix E. However, the Proposer should undertake its own inventory of current conditions. The Agreement will specify the approximate landscape services to be provided as mutually agreed by the District and the successful Proposer.

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Through this Request for Proposals, the District is seeking: a) statements of qualifications from experienced companies which can provide a full complement of landscaping and/or holiday street decor services, b) detailed proposals for the operation of a proposed landscape and/or holiday street decor program and c) evidence that the Company will advance the philosophical goals of the District's clean, safe and friendly objectives.



## B. Services

The services to be provided by the successful Proposer(s) to implement a Landscape Program and a Holiday Street Decor Program pursuant to the terms of the Agreements shall include the following:

### LANDSCAPE PROGRAM

- (a) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners (the parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;
- (b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;
- (c) At the sole option of the CEO of the District, replacing some or all summer flowers and plants pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.
- (d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;
- (e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;
- (f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).
- (g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;
- (h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

**ALL PLANTINGS AND DISPLAYS MUST BE APPROVED BY THE DISTRICT'S CEO PRIOR TO INSTALLATION.**

#### HOLIDAY STREET DECOR PROGRAM

(a) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

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 Landscape Program and/or the Holiday Street Décor 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 Landscape Program and the Holiday Street Decor Program, and shall meet weekly with the Company during the seasons in which landscape and/or holiday street decor services are to be provided. 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 friendly goals.

The District has one central office/headquarters. The Company's Operations Manager shall serve as the Director of the 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

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**Deleted:** (a) → Initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all publicly owned pots, planters and tree wells in public rights of way within the District, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners; ¶

→ (b) → Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District; ¶

→ (c) → At the sole option of the District, replacing all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate; ¶

→ (d) → Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of the Agreement and in no event less than twice per week throughout each season; ¶

→ (e) → Daily monitoring and maintenance of all flower displays within the District through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate; ¶

→ (f) → Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the State Street Bridge; ¶

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in or adjacent to the District for the storage and maintenance of all equipment and materials and for the mobilization of employees required by either Program.

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The District will also enter into contracts for a Public Service Ambassador Program and a Clean Sweep Ambassador 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 Landscape 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 pre-proposal conference was held on Monday, July 12, 2021 at 10:00 a.m. via ZOOM.

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#### B) Pre-Qualification Phase

The District considered proposals submitted July 12, 2021 by all interested Proposers that demonstrated basic qualifications to manage and operate the Landscape Program and/or Holiday Street Decor Program.

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#### C) Proposals

The District is now requesting 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 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 are due in the office of

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

on Monday, August 16, 2021 no later than noon. The District reserves the right to reject any proposal received after that time.

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3. Submission of Proposal:

- a. All proposals shall be submitted electronically and with two (2) hard copies.
- 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 the District prior to the final selection of the Company.

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(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 friendly.
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 Landscape Program [and/or the Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#).
11. Letters of recommendation from owners of properties served by the Proposer and other appropriate parties attesting to the Proposers and proposed Operations Manager's ability and competence in the operation and management of landscape [and holiday street decor](#) programs.
12. A statement indicating the Proposers 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.

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14. The District, in consultation with the Company, will specify for 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.

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(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 Landscape Program [and/or Holiday Street Decor 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 friendly 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, 2022, and terminating on December 31, 2024, which may, by mutual consent, be extended for additional terms of one (1)

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year each. The District reserves the right to terminate the Agreement(s) without cause upon thirty (30) days written notice.

In any such extension of any 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.

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## VII. COMPENSATION OF COMPANY

Compensation of the Company for the management and operation of the Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor Program, and to operate the Landscape Program and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#), including but not limited to the following:

A. Operations

1. The Company will be responsible for the provision of the comprehensive Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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 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 friendly 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 friendly objectives of the District.

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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 Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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
- [Cyber Security Coverage](#)

Each of the above (except statutory workers' compensation coverage) shall have limits of at least \$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 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(s), 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.

APPENDIX A  
DISTRICT MAP

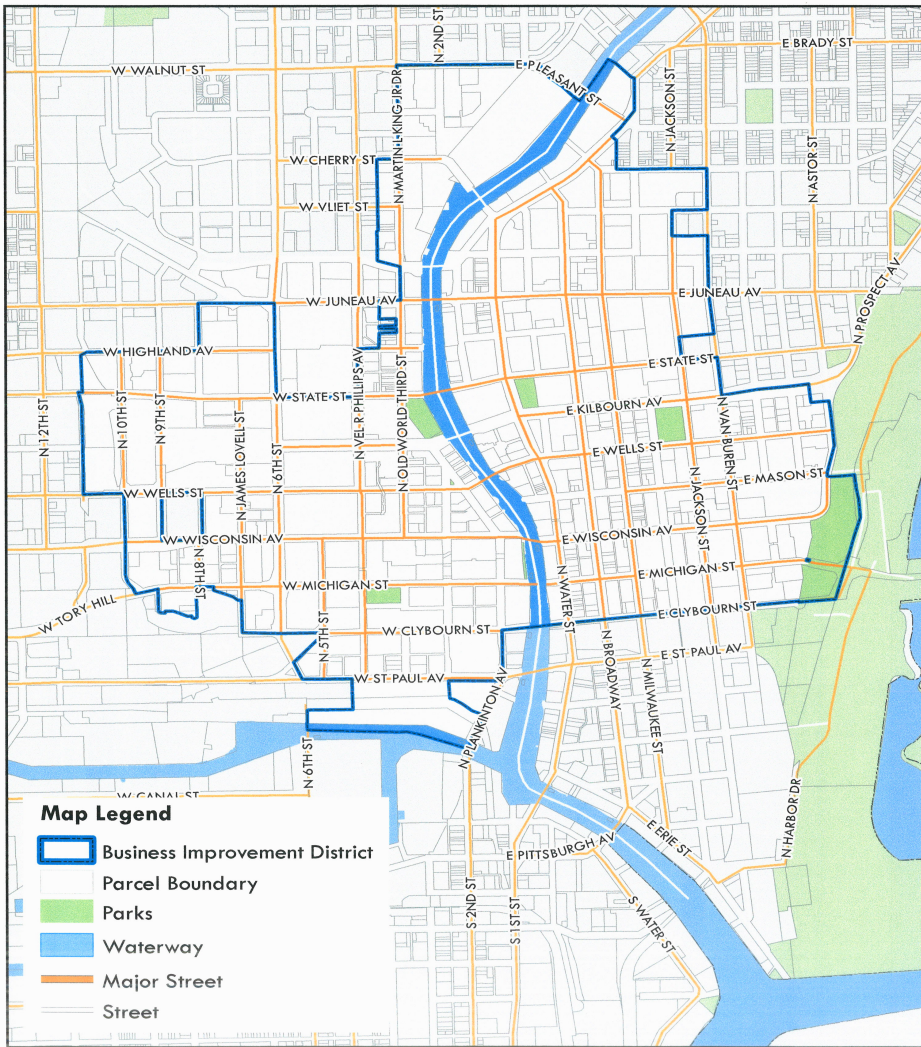
Exhibit A

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  
Sources: City of Milwaukee Information Technology Management Division;  
Dept. of City Development Commercial Corridors Team

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APPENDIX B  
TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

## **APPENDIX B**

### TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

<u>Monday, July 12, 2021</u> 10:00 a.m.	Pre-Proposal Conference via <b>ZOOM</b> Reinhart Boerner Van Deuren s.c. 1000 North Water Street, Suite 1700 Milwaukee, WI 53202	<div>Deleted: Tuesday</div> <div>Deleted: May 5</div> <div>Deleted: 09</div> <div>Formatted: Indent: Left: 2", First line: 0.5"</div>
Monday, <u>July 12, 2021</u> Noon	Request for Qualifications due to Deborah C. Tomczyk	<div>Deleted: May</div> <div>Deleted: 09</div>
<u>Monday, August 16, 2021</u> 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	<div>Deleted: Friday</div> <div>Deleted: May 22</div> <div>Deleted: 09</div>
<u>End of August, 2021</u> ▼	Selected Proposers make presentations to District Subcommittee	<div>Deleted: Wednesday, May 27, 2009</div> <div>Deleted: afternoon</div>
<u>September, 2021</u>	Proposer(s) selected/Agreement negotiated	<div>Deleted: June</div> <div>Deleted: 09</div>

APPENDIX C

| PROPOSED FORM OF AGREEMENT FOR SERVICES [FOR LANDSCAPING](#)

Exhibit A

Boundaries of Business Improvement District No. 21

AGREEMENT FOR SERVICES  
(Landscaping)

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

RECITALS

The Board and the Company acknowledge the following:

A. On or about June 14, 2021, the Board circulated a Request for Qualifications for its Landscape Program (the "RFQ") inviting third parties to submit their qualifications for the provision of seasonal landscaping services within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" objectives of the District, all as set forth in the District's initial operating plan adopted by resolution no. 70900 of the Common Council of the City of Milwaukee dated October 14, 1997. On or about \_\_\_\_\_, 2021, the Board solicited a responsive proposal from the Company to provide certain seasonal landscaping services set forth below and in the Company's proposals.

B. The Board and the Company now enter into this Agreement for Services (Landscaping) to specify the terms upon which the Company will provide certain seasonal landscaping to the District.

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) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners. The parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;

(b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;

(c) At the sole option of the chief executive officer of the District (the "CEO"), replacing some or all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.

(d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;



(e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;

(f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).

(g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;

(h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

## 2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the CEO. The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during any planting, pre-planting or holiday seasons and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

## 3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, flowers and plants necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all plantings and displays must be approved by the CEO prior to installation.**

(b) Plantings. The Company shall provide sufficient summer and fall flowers and plantings, as mutually acceptable to the Company and the CEO, to complete initial planting of publicly owned pots, planters (including, but not limited to, 24 bike planter units), tree wells, specified privately owned pots, hanging planters along the riverwalk system within the District Boundaries. In addition, during each season throughout the term of this Agreement, the Company agrees to provide, plant and service for the District up to an additional 15 percent of the initial number of flowers and plants planted pursuant to this Agreement to replace damaged or destroyed flowers and plants. Designs for the summer color, fall color and holiday decorations displays shall be subject to review and approval by the CEO. In the event that DPW provides flowers and plants to the District, at no cost to either the District or the Company, for planting of publicly owned pots, planters and tree wells in public rights of way within the District Boundaries, the Company shall discount its services

provided under this Agreement and reduce the costs charged to the District pursuant to Section 12 and Exhibit C below by the fair market value of any flowers and/or plants provided by DPW.

(c) Hanging Planters. The Company will make available for purchase, by individual property owners, the Milwaukee Riverwalk District, Inc. or the District, new hanging planters (similar in quality and design with hanging planters currently used along the riverwalk system) at the price of \$333.00 per hanging planter. Such price shall include all costs related to the purchase of the hanging planters and hardware (\$ ) and all costs related to the liners, soil, flowers, plantings and installation of a new hanging planter on an existing pole along the riverwalk system (\$ ).

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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, and (e) cyber-security 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 "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.

9. Repairing Damage. The Company shall, at its sole cost, promptly repair or replace any property damaged, carried 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing landscaping services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of landscaping operations shall be \$\_\_\_\_\_ in 2022, \$\_\_\_\_\_ in 2023 and \$\_\_\_\_\_ in 2024, as set forth on the payment schedule attached hereto as Exhibit C, which shall be the maximum annual costs to be paid by the Board to the Company for landscaping, provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement and provided that, at the CEO's sole option, the CEO may elect to have the Court of Honor landscaped in a manner similar to past years at an annual cost of \$\_\_\_\_\_ per year. Without specific written authorization of the CEO, the Company cannot exceed the total landscaping costs set forth in this Subsection. Any costs for landscaping incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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 the Company in the previous 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 fifteen 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.

(c) 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 providing landscaping services as described in the current operating plan of 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 provision of landscaping services to the District 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 provision of landscaping services to the District prepared by an independent certified public accountant. The

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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 percent or greater in the Company's accounting practices.

13. Company as Independent Contractor. Nothing in this Agreement shall be deemed or construed as creating 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States Registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

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To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

19. Successors and Assigns. The Board may assign its interest in this Agreement at any time, provided that it notifies the Company of such assignment within a reasonable time thereof. The Company may not assign its interest in this Agreement to any party, whether by operation of law or otherwise, without the prior written consent of the Board which may be withheld in the Board's sole discretion. The Company may not subcontract all or any portion of its obligations under this Agreement without the prior written consent of the Board which may be withheld in the Board's sole discretion. The covenants and agreement herein contained shall bind and inure to the benefit of the parties and their permitted successors and assigns.

BOARD OF BUSINESS IMPROVEMENT DISTRICT NO. 21

BY \_\_\_\_\_  
Joseph Ullrich, Chair  
\_\_\_\_\_

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BY \_\_\_\_\_  
Its \_\_\_\_\_

State of Wisconsin )  
 ) ss  
Milwaukee County )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Joseph Ullrich 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.

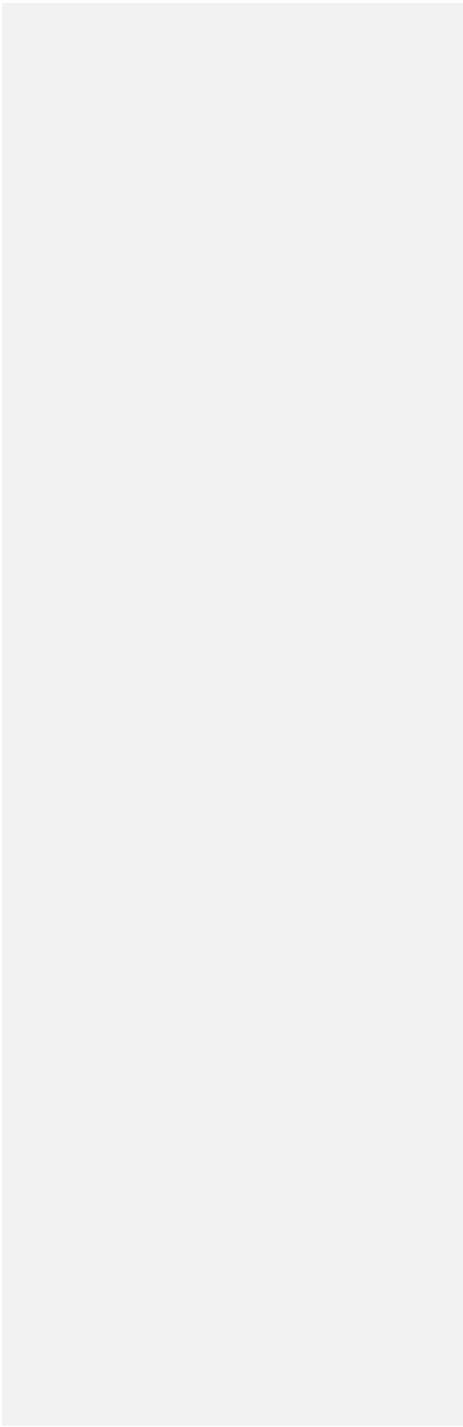
( \_\_\_\_\_ )  
Notary Public, State of Wisconsin  
My commission \_\_\_\_\_

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AUTHENTICATION

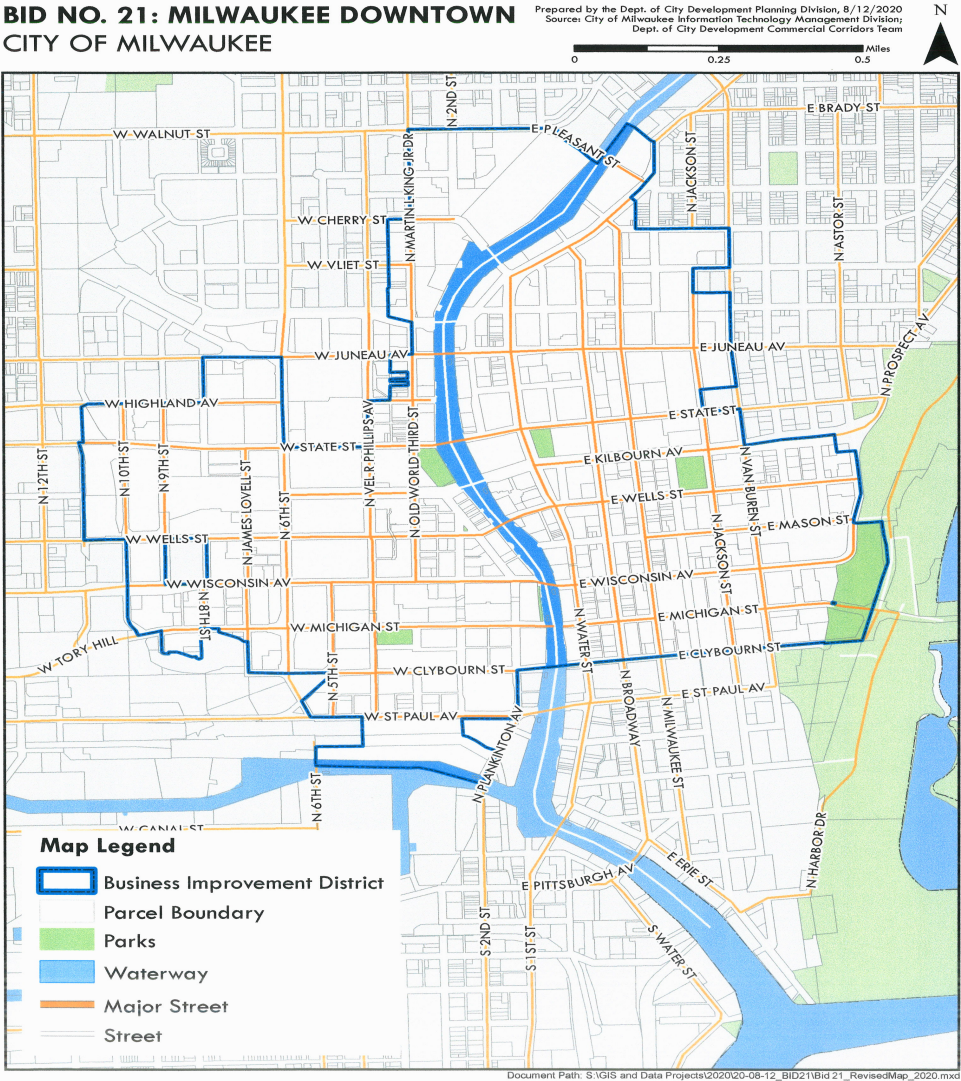
Signature of \_\_\_\_\_ authenticated  
on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Leborah C. Tomczyk



**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



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## EXHIBIT B

### Inventory of Landscape Bed/Planter/Container/Baskets

154 on-grade beds along Wisconsin Avenue, including 20 bike planter units

5 Bridge Planters

3 on Wells

2 on Wisconsin

11 planters at ASQ River Plaza

7 pots on Plankinton at Grand Avenue

18 pots on 2nd Street at Grand Avenue

8 on-grade beds for RACM between 4th and 5th on south side of Wisconsin Avenue.  
(NOTE: These 8 are included in the 154 total on Wisconsin Avenue. They are NOT 8  
additional beds.)

15 beds within the Court of Honor median on Wisconsin Avenue from 8th to 19th.

2 "landscape only" beds at 9th and Wisconsin. (Landscaping Maintenance Only . . . no  
color program.)

5 on-grade beds for City of Milwaukee at the library, on Wisconsin Avenue between 8th and  
9th Street. (NOTE: These 5 are included in the 154 total on Wisconsin Avenue. They are  
NOT 5 additional beds.)

10 planters at Schlitz Park Riverwalk

Old World Third Street area

35 on-grade Tree Beds

9 steel pots

8 pots at Kilbourn and 3rd (Calderone Club)

8 pots at 3rd and Wells

11 pots at area around 2nd/Wells/Plankinton

24 steel pots at Michigan and Plankinton

5 pots at Michigan and 3rd Street (Courtyard by Marriott)



[2 pots on Broadway at Wisconsin Avenue](#)

[2 pots on Broadway at Mason Street](#)

[1 pot on 3rd at Wisconsin Avenue](#)

[22 planters inset into the Riverwalk \(west side only\)](#)

[2 pots to be relocated to District Information Kiosk at 210 West Wisconsin Avenue](#)

[60 Hanging Baskets along Riverwalk](#)

[2 pots on 5th Street between St. Paul and Michigan at Stone Creek Coffee](#)

[3 street beds at 833 East Michigan](#)

[4 street beds on west side of Broadway, north of Wisconsin at 250 Plaza](#)

[3 pots on east side of Broadway, north of Michigan at 600-612 North Broadway](#)

APPENDIX D

PROPOSED FORM OF AGREEMENT FOR SERVICES  
FOR HOLIDAY STREET DECOR

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**AGREEMENT FOR SERVICES**  
**(Holiday Street Decor)**

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

**RECITALS**

The Board and the Company acknowledge the following:

A. In summer of 2012, the Board solicited proposals to provide holiday street decor within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" 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.

B. The Board and the Company now enter into this Agreement for Services (Holiday Street Decor) to specify the terms upon which the Company would provide certain holiday street decor installation services to the District.

**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) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the chief executive officer of the District or such other persons designated by the Board (collectively, the "CEO"). The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during the year end holiday season and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, and holiday street decor necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all holiday street decor must be approved by the CEO prior to installation.**

(b) Holiday Street Decor. The Company shall provide holiday street decor, as mutually acceptable to the Company and the CEO, to decorate Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each annual holiday season.

(c) Zeidler Park Holiday Lights Program. The Company shall continue to administer the Zeidler Park Holiday Decor and associated install/de-stall servicing consistent with past practice and as set forth on the attached Exhibit B.

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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; (d) employee dishonesty or blanket fidelity crime coverage; and (e) cyber-security 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.

9. 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing holiday decor services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of holiday decor operations shall be \$ \_\_\_\_\_ in 2021, \$ \_\_\_\_\_ in 2022 and \$ \_\_\_\_\_ in 2023, which shall be the maximum annual costs to be paid by the Board to the Company for holiday decor (including the Zeidler Park Holiday Lights Program), provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement. Without specific written authorization of the Board, the Company cannot exceed the total holiday decor costs set forth in this Subsection. Any costs for holiday decor incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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. 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 fifteen 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.

(c) 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 providing holiday decor services as described in the current operating plan of 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 provision of holiday decor services to the District 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 provision of holiday decor services to the District 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 percent or greater in the Company's accounting practices.

13. 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.



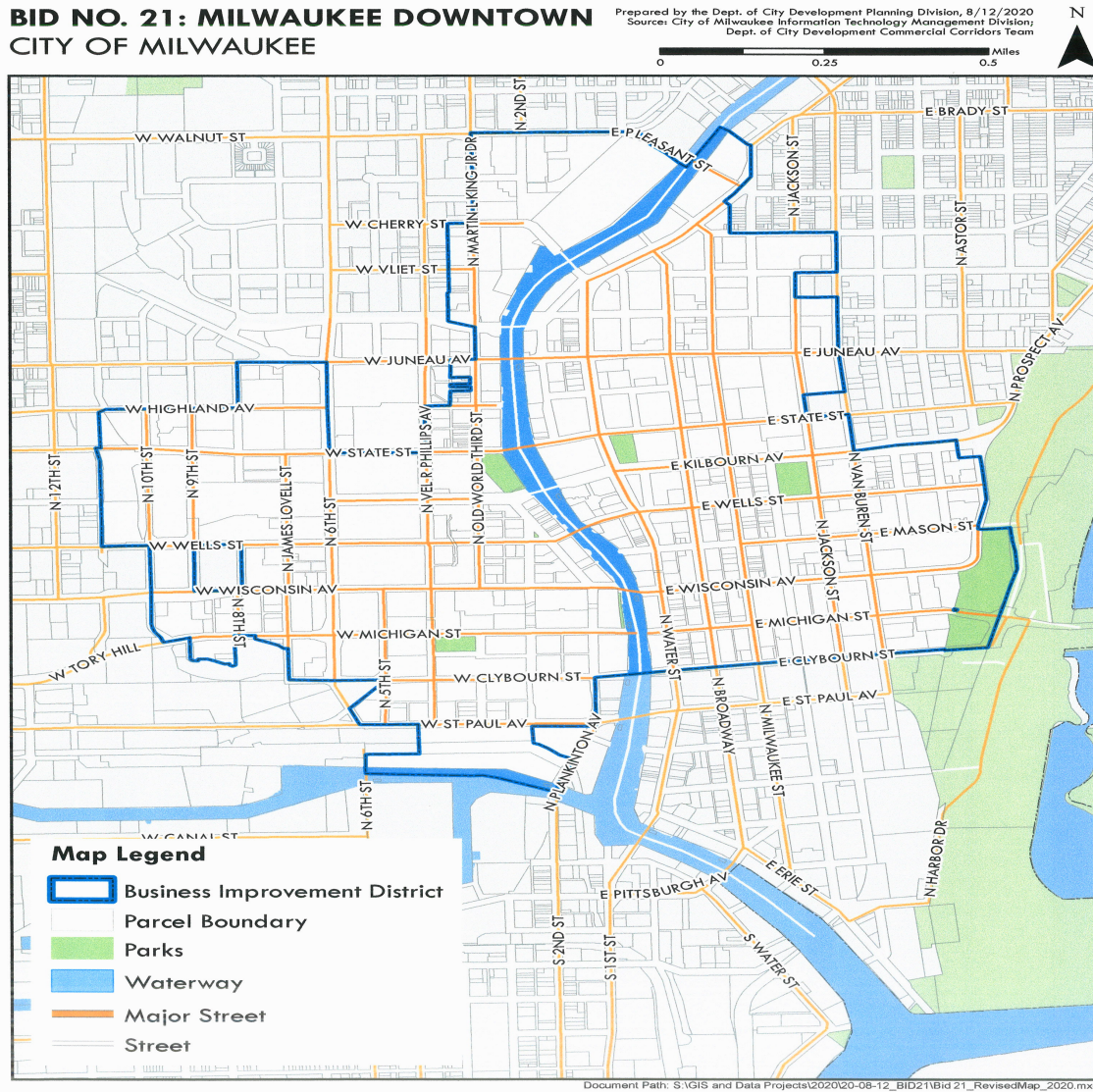


Exhibit A

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



|

APPENDIX [E](#)

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CURRENT INVENTORY OF LANDSCAPED AREAS

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 during Labor Costs**

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)
Landscape Equipment	\$_____(13)
Landscape 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)
<b><u>TOTALS</u></b>	
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)

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Page 27: [2] Deleted	Deborah C. Tomczyk	7/9/21 11:08:00 AM



MILWAUKEE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

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BID 21

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REQUEST FOR PROPOSALS

LANDSCAPE AND HOLIDAY STREET DECOR PROGRAMS

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July 12, 2021

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### EXHIBITS

A.	Staffing and Cost Analysis Form
B.	Job Classifications and Pay Rates
C.	Equipment Schedule
D.	Annual Costs of Operations and Company Fee

## A. REQUEST FOR PROPOSALS

### I. DEFINITIONS

1. "The District" shall refer to the Milwaukee Downtown Business Improvement District 21 of the City of Milwaukee (see Appendix A for the boundaries of the District).

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2. "Landscape Program" shall refer to all aspects of administering, managing and providing the District's Landscape Program, as outlined in this document and all supporting Appendices and Exhibits.

3. "Holiday Street Decor Program" shall refer to all aspects of administering, managing and providing the District's Holiday Street Decor Program, as described in this document and all supporting Appendices and Exhibits.

4. "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.

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5. "Company" shall refer to that party selected by the District to provide the services set forth herein.

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6. "Agreement" shall refer to the contract to be executed between the Company and the District in accordance with these specifications (including the form of Agreements for Services attached hereto as Appendices C and D) and the Company's proposal submitted and accepted by the District, each of which shall be incorporated into the terms of the Agreement.

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7. "Work" shall refer to the landscaping tasks specified in Appendices C and D, performed by the Company, its employees and subcontractors, if any.

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8. "Change Order" shall refer to any modification to the Agreement signed by the Company and the District.

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9. "Costs of Operation" shall refer to all costs and expenses, approved by the District, of managing and operating the Landscape Program and/or the Holiday Street Decor 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, supplies, equipment, transportation, insurance coverage, storage space and the furnishing, cleaning, maintenance and replacement of uniforms.

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## II. BACKGROUND

The mission of the District is "to lead and inspire believers in Milwaukee to engage in efforts that build Downtown as the thriving, sustainable, innovative and vibrant heart of the community". The District's vision is "to be an economic catalyst. . ." causing Downtown to emerge as a premier destination of choice and Milwaukee to become a renowned world-class region.

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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. 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 landscape and holiday street decor services under new Agreements as of January 1, 2022.

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## III. THE OPPORTUNITY

### A. Introduction

The District seeks to enter into Agreement(s) with the successful Proposer(s) to operate the Landscape Program and the Holiday Street Decor Program comprised of landscape and holiday street decor services within the boundaries of the District as outlined in the form of Agreements attached hereto as Appendices C and D. 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. A previous inventory of areas landscaped and maintained by the District in the past is attached hereto as Appendix E. However, the Proposer should undertake its own inventory of current conditions. The Agreement will specify the approximate landscape services to be provided as mutually agreed by the District and the successful Proposer.

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Through this Request for Proposals, the District is seeking: a) statements of qualifications from experienced companies which can provide a full complement of landscaping and/or holiday street decor services, b) detailed proposals for the operation of a proposed landscape and/or holiday street decor program and c) evidence that the Company will advance the philosophical goals of the District's clean, safe and friendly objectives.

## **B. Services**

The services to be provided by the successful Proposer(s) to implement a Landscape Program and a Holiday Street Decor Program pursuant to the terms of the Agreements shall include the following:

### LANDSCAPE PROGRAM

- (a) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners (the parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;
- (b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;
- (c) At the sole option of the CEO of the District, replacing some or all summer flowers and plants pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.
- (d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;
- (e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;
- (f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).
- (g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;
- (h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

**ALL PLANTINGS AND DISPLAYS MUST BE APPROVED BY THE DISTRICT'S CEO PRIOR TO INSTALLATION.**

#### HOLIDAY STREET DECOR PROGRAM

(a) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

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 Landscape Program and/or the Holiday Street Décor 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 Landscape Program and the Holiday Street Decor Program, and shall meet weekly with the Company during the seasons in which landscape and/or holiday street decor services are to be provided. 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 friendly goals.

The District has one central office/headquarters. The Company's Operations Manager shall serve as the Director of the 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

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**Deleted:** (a) → Initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all publicly owned pots, planters and tree wells in public rights of way within the District, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners; ¶

→ (b) → Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District; ¶

→ (c) → At the sole option of the District, replacing all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate; ¶

→ (d) → Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of the Agreement and in no event less than twice per week throughout each season; ¶

→ (e) → Daily monitoring and maintenance of all flower displays within the District through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate; ¶

→ (f) → Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the State Street Bridge; ¶

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in or adjacent to the District for the storage and maintenance of all equipment and materials and for the mobilization of employees required by either Program.

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The District will also enter into contracts for a Public Service Ambassador Program and a Clean Sweep Ambassador 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 Landscape 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 pre-proposal conference was held on Monday, July 12, 2021 at 10:00 a.m. via ZOOM.

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#### B) Pre-Qualification Phase

The District considered proposals submitted July 12, 2021 by all interested Proposers that demonstrated basic qualifications to manage and operate the Landscape Program and/or Holiday Street Decor Program.

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#### C) Proposals

The District is now requesting 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 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 are due in the office of

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

on Monday, August 16, 2021 no later than noon. The District reserves the right to reject any proposal received after that time.

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3. Submission of Proposal:

- a. All proposals shall be submitted electronically and with two (2) hard copies.
- 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 the District prior to the final selection of the Company.

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(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 friendly.
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 Landscape Program [and/or the Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#).
11. Letters of recommendation from owners of properties served by the Proposer and other appropriate parties attesting to the Proposers and proposed Operations Manager's ability and competence in the operation and management of landscape [and holiday street decor](#) programs.
12. A statement indicating the Proposers 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.

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14. The District, in consultation with the Company, will specify for 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.

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(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 Landscape Program [and/or Holiday Street Decor 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 friendly 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, 2022, and terminating on December 31, 2024, which may, by mutual consent, be extended for additional terms of one (1)

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year each. The District reserves the right to terminate the Agreement(s) without cause upon thirty (30) days written notice.

In any such extension of any 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.

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## VII. COMPENSATION OF COMPANY

Compensation of the Company for the management and operation of the Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor Program, and to operate the Landscape Program and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#), including but not limited to the following:

A. Operations

1. The Company will be responsible for the provision of the comprehensive Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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 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 friendly 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 friendly objectives of the District.

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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 Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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
- [Cyber Security Coverage](#)

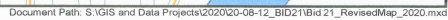
Each of the above (except statutory workers' compensation coverage) shall have limits of at least \$1 million per occurrence and \$3 million aggregate. In the event this coverage is "claims made" coverage and the Agreement is terminated or the insurance carrier changed, the Company shall purchase unlimited "tail coverage" for the benefit of the District. The 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(s), 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.

APPENDIX A  
DISTRICT MAP





APPENDIX B  
TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

## **APPENDIX B**

### TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

<u>Monday, July 12, 2021</u> 10:00 a.m.	Pre-Proposal Conference via <u>ZOOM</u> Reinhart Boerner Van Deuren s.c. 1000 North Water Street, Suite 1700 Milwaukee, WI 53202	<div>Deleted: Tuesday</div> <div>Deleted: May 5</div> <div>Deleted: 09</div> <div>Formatted: Indent: Left: 2", First line: 0.5"</div>
Monday, <u>July 12, 2021</u> Noon	Request for Qualifications due to Deborah C. Tomczyk	<div>Deleted: May</div> <div>Deleted: 09</div>
<u>Monday, August 16, 2021</u> 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	<div>Deleted: Friday</div> <div>Deleted: May 22</div> <div>Deleted: 09</div>
<u>End of August, 2021</u> ▼	Selected Proposers make presentations to District Subcommittee	<div>Deleted: Wednesday, May 27, 2009</div> <div>Deleted: afternoon</div>
<u>September, 2021</u>	Proposer(s) selected/Agreement negotiated	<div>Deleted: June</div> <div>Deleted: 09</div>

APPENDIX C

| PROPOSED FORM OF AGREEMENT FOR SERVICES [FOR LANDSCAPING](#)

Exhibit A

Boundaries of Business Improvement District No. 21

AGREEMENT FOR SERVICES  
(Landscaping)

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

RECITALS

The Board and the Company acknowledge the following:

A. On or about June 14, 2021, the Board circulated a Request for Qualifications for its Landscape Program (the "RFQ") inviting third parties to submit their qualifications for the provision of seasonal landscaping services within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" objectives of the District, all as set forth in the District's initial operating plan adopted by resolution no. 70900 of the Common Council of the City of Milwaukee dated October 14, 1997. On or about \_\_\_\_\_, 2021, the Board solicited a responsive proposal from the Company to provide certain seasonal landscaping services set forth below and in the Company's proposals.

B. The Board and the Company now enter into this Agreement for Services (Landscaping) to specify the terms upon which the Company will provide certain seasonal landscaping to the District.

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) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners. The parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;

(b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;

(c) At the sole option of the chief executive officer of the District (the "CEO"), replacing some or all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.

(d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;

(e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;

(f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).

(g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;

(h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

## 2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the CEO. The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during any planting, pre-planting or holiday seasons and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

## 3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, flowers and plants necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all plantings and displays must be approved by the CEO prior to installation.**

(b) Plantings. The Company shall provide sufficient summer and fall flowers and plantings, as mutually acceptable to the Company and the CEO, to complete initial planting of publicly owned pots, planters (including, but not limited to, 24 bike planter units), tree wells, specified privately owned pots, hanging planters along the riverwalk system within the District Boundaries. In addition, during each season throughout the term of this Agreement, the Company agrees to provide, plant and service for the District up to an additional 15 percent of the initial number of flowers and plants planted pursuant to this Agreement to replace damaged or destroyed flowers and plants. Designs for the summer color, fall color and holiday decorations displays shall be subject to review and approval by the CEO. In the event that DPW provides flowers and plants to the District, at no cost to either the District or the Company, for planting of publicly owned pots, planters and tree wells in public rights of way within the District Boundaries, the Company shall discount its services

provided under this Agreement and reduce the costs charged to the District pursuant to Section 12 and Exhibit C below by the fair market value of any flowers and/or plants provided by DPW.

(c) Hanging Planters. The Company will make available for purchase, by individual property owners, the Milwaukee Riverwalk District, Inc. or the District, new hanging planters (similar in quality and design with hanging planters currently used along the riverwalk system) at the price of \$333.00 per hanging planter. Such price shall include all costs related to the purchase of the hanging planters and hardware (\$ ) and all costs related to the liners, soil, flowers, plantings and installation of a new hanging planter on an existing pole along the riverwalk system (\$ ).

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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, and (e) cyber-security 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 "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.

9. Repairing Damage. The Company shall, at its sole cost, promptly repair or replace any property damaged, carried 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing landscaping services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of landscaping operations shall be \$\_\_\_\_\_ in 2022, \$\_\_\_\_\_ in 2023 and \$\_\_\_\_\_ in 2024, as set forth on the payment schedule attached hereto as Exhibit C, which shall be the maximum annual costs to be paid by the Board to the Company for landscaping, provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement and provided that, at the CEO's sole option, the CEO may elect to have the Court of Honor landscaped in a manner similar to past years at an annual cost of \$\_\_\_\_\_ per year. Without specific written authorization of the CEO, the Company cannot exceed the total landscaping costs set forth in this Subsection. Any costs for landscaping incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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 the Company in the previous 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 fifteen 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.

(c) 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 providing landscaping services as described in the current operating plan of 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 provision of landscaping services to the District 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 provision of landscaping services to the District prepared by an independent certified public accountant. The

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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 percent or greater in the Company's accounting practices.

13. Company as Independent Contractor. Nothing in this Agreement shall be deemed or construed as creating 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States Registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

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To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

19. Successors and Assigns. The Board may assign its interest in this Agreement at any time, provided that it notifies the Company of such assignment within a reasonable time thereof. The Company may not assign its interest in this Agreement to any party, whether by operation of law or otherwise, without the prior written consent of the Board which may be withheld in the Board's sole discretion. The Company may not subcontract all or any portion of its obligations under this Agreement without the prior written consent of the Board which may be withheld in the Board's sole discretion. The covenants and agreement herein contained shall bind and inure to the benefit of the parties and their permitted successors and assigns.

BOARD OF BUSINESS IMPROVEMENT DISTRICT NO. 21

BY \_\_\_\_\_  
Joseph Ullrich, Chair  
\_\_\_\_\_

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BY \_\_\_\_\_  
Its \_\_\_\_\_

State of Wisconsin )  
 ) ss  
Milwaukee County )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Joseph Ullrich 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.

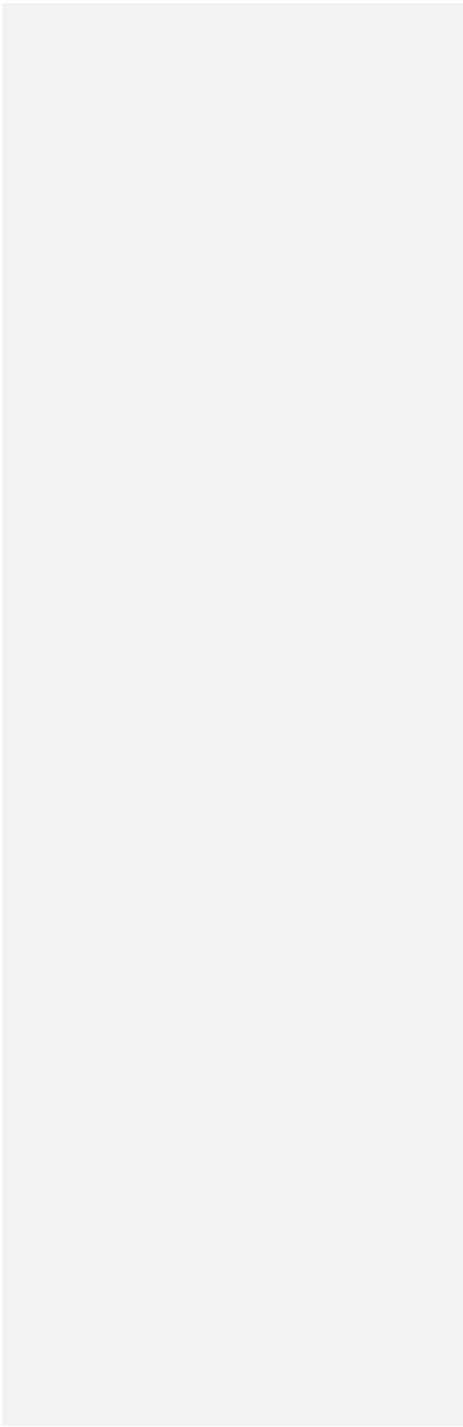
( \_\_\_\_\_ )  
Notary Public, State of Wisconsin  
My commission \_\_\_\_\_

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AUTHENTICATION

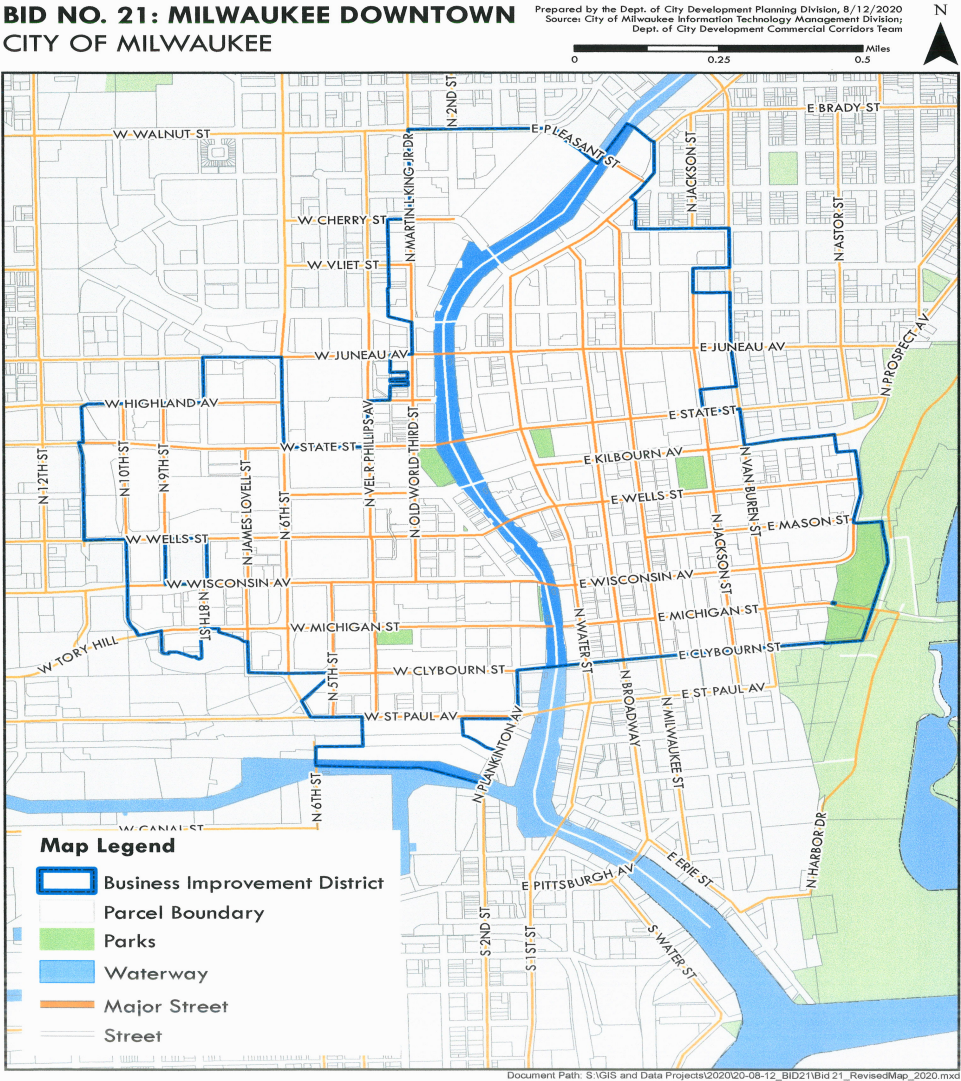
Signature of \_\_\_\_\_ authenticated  
on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Leborah C. Tomczyk



**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



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## EXHIBIT B

### Inventory of Landscape Bed/Planter/Container/Baskets

154 on-grade beds along Wisconsin Avenue, including 20 bike planter units

5 Bridge Planters

3 on Wells

2 on Wisconsin

11 planters at ASQ River Plaza

7 pots on Plankinton at Grand Avenue

18 pots on 2nd Street at Grand Avenue

8 on-grade beds for RACM between 4th and 5th on south side of Wisconsin Avenue.  
(NOTE: These 8 are included in the 154 total on Wisconsin Avenue. They are NOT 8  
additional beds.)

15 beds within the Court of Honor median on Wisconsin Avenue from 8th to 19th.

2 "landscape only" beds at 9th and Wisconsin. (Landscaping Maintenance Only . . . no  
color program.)

5 on-grade beds for City of Milwaukee at the library, on Wisconsin Avenue between 8th and  
9th Street. (NOTE: These 5 are included in the 154 total on Wisconsin Avenue. They are  
NOT 5 additional beds.)

10 planters at Schlitz Park Riverwalk

Old World Third Street area

35 on-grade Tree Beds

9 steel pots

8 pots at Kilbourn and 3rd (Calderone Club)

8 pots at 3rd and Wells

11 pots at area around 2nd/Wells/Plankinton

24 steel pots at Michigan and Plankinton

5 pots at Michigan and 3rd Street (Courtyard by Marriott)

[2 pots on Broadway at Wisconsin Avenue](#)

[2 pots on Broadway at Mason Street](#)

[1 pot on 3rd at Wisconsin Avenue](#)

[22 planters inset into the Riverwalk \(west side only\)](#)

[2 pots to be relocated to District Information Kiosk at 210 West Wisconsin Avenue](#)

[60 Hanging Baskets along Riverwalk](#)

[2 pots on 5th Street between St. Paul and Michigan at Stone Creek Coffee](#)

[3 street beds at 833 East Michigan](#)

[4 street beds on west side of Broadway, north of Wisconsin at 250 Plaza](#)

[3 pots on east side of Broadway, north of Michigan at 600-612 North Broadway](#)

APPENDIX D

PROPOSED FORM OF AGREEMENT FOR SERVICES  
FOR HOLIDAY STREET DECOR

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**AGREEMENT FOR SERVICES**  
**(Holiday Street Decor)**

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

**RECITALS**

The Board and the Company acknowledge the following:

A. In summer of 2012, the Board solicited proposals to provide holiday street decor within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" 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.

B. The Board and the Company now enter into this Agreement for Services (Holiday Street Decor) to specify the terms upon which the Company would provide certain holiday street decor installation services to the District.

**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) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the chief executive officer of the District or such other persons designated by the Board (collectively, the "CEO"). The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during the year end holiday season and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, and holiday street decor necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all holiday street decor must be approved by the CEO prior to installation.**

(b) Holiday Street Decor. The Company shall provide holiday street decor, as mutually acceptable to the Company and the CEO, to decorate Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each annual holiday season.

(c) Zeidler Park Holiday Lights Program. The Company shall continue to administer the Zeidler Park Holiday Decor and associated install/de-stall servicing consistent with past practice and as set forth on the attached Exhibit B.

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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; (d) employee dishonesty or blanket fidelity crime coverage; and (e) cyber-security 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.

9. 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing holiday decor services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of holiday decor operations shall be \$ \_\_\_\_\_ in 2021, \$ \_\_\_\_\_ in 2022 and \$ \_\_\_\_\_ in 2023, which shall be the maximum annual costs to be paid by the Board to the Company for holiday decor (including the Zeidler Park Holiday Lights Program), provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement. Without specific written authorization of the Board, the Company cannot exceed the total holiday decor costs set forth in this Subsection. Any costs for holiday decor incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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. 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 fifteen 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.

(c) 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 providing holiday decor services as described in the current operating plan of 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 provision of holiday decor services to the District 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 provision of holiday decor services to the District 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 percent or greater in the Company's accounting practices.

13. 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

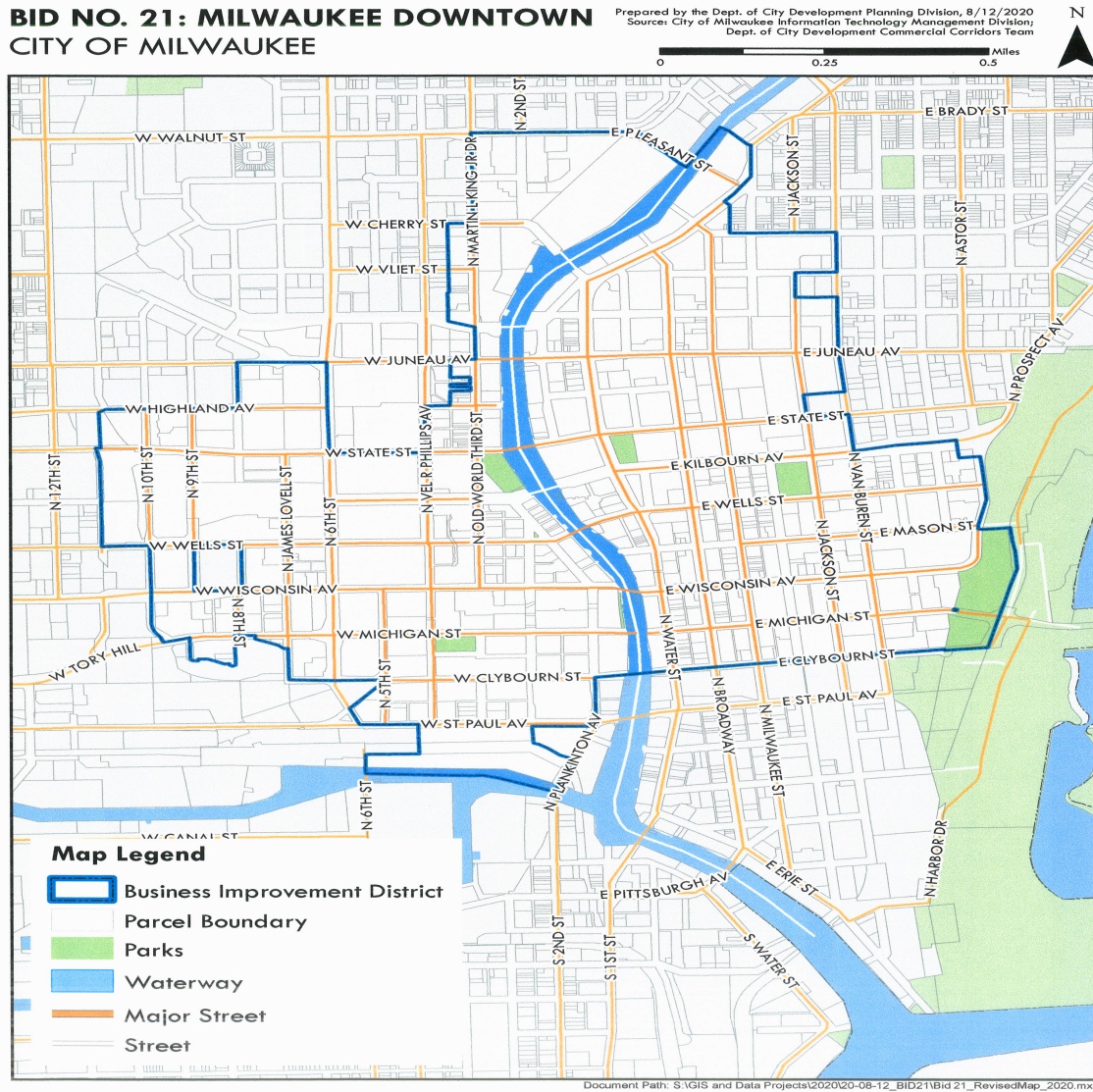


Exhibit A

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



|

APPENDIX [E](#)

CURRENT INVENTORY OF LANDSCAPED AREAS

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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 during Labor Costs**

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)
Landscape Equipment	\$_____(13)
Landscape 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)
<b><u>TOTALS</u></b>	
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)

Page 6: [1] Deleted	Carol M. Wirkkula	7/8/21 11:21:00 AM
Page 27: [2] Deleted	Deborah C. Tomczyk	7/9/21 11:08:00 AM

MILWAUKEE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

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BID 21

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REQUEST FOR PROPOSALS

LANDSCAPE AND HOLIDAY STREET DECOR PROGRAMS

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July 12, 2021

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### EXHIBITS

A.	Staffing and Cost Analysis Form
B.	Job Classifications and Pay Rates
C.	Equipment Schedule
D.	Annual Costs of Operations and Company Fee

## A. REQUEST FOR PROPOSALS

### I. DEFINITIONS

1. "The District" shall refer to the Milwaukee Downtown Business Improvement District 21 of the City of Milwaukee (see Appendix A for the boundaries of the District).
2. "Landscape Program" shall refer to all aspects of administering, managing and providing the District's Landscape Program, as outlined in this document and all supporting Appendices and Exhibits.
3. "Holiday Street Decor Program" shall refer to all aspects of administering, managing and providing the District's Holiday Street Decor Program, as described in this document and all supporting Appendices and Exhibits.
4. "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.
5. "Company" shall refer to that party selected by the District to provide the services set forth herein.
6. "Agreement" shall refer to the contract to be executed between the Company and the District in accordance with these specifications (including the form of Agreements for Services attached hereto as Appendices C and D) and the Company's proposal submitted and accepted by the District, each of which shall be incorporated into the terms of the Agreement.
7. "Work" shall refer to the landscaping tasks specified in Appendices C and D, performed by the Company, its employees and subcontractors, if any.
8. "Change Order" shall refer to any modification to the Agreement signed by the Company and the District.
9. "Costs of Operation" shall refer to all costs and expenses, approved by the District, of managing and operating the Landscape Program and/or the Holiday Street Decor 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, supplies, equipment, transportation, insurance coverage, storage space and the furnishing, cleaning, maintenance and replacement of uniforms.

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## II. BACKGROUND

The mission of the District is "to lead and inspire believers in Milwaukee to engage in efforts that build Downtown as the thriving, sustainable, innovative and vibrant heart of the community". The District's vision is "to be an economic catalyst. . ." causing Downtown to emerge as a premier destination of choice and Milwaukee to become a renowned world-class region.

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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. 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 landscape and holiday street decor services under new Agreements as of January 1, 2022.

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## III. THE OPPORTUNITY

### A. Introduction

The District seeks to enter into Agreement(s) with the successful Proposer(s) to operate the Landscape Program and the Holiday Street Decor Program comprised of landscape and holiday street decor services within the boundaries of the District as outlined in the form of Agreements attached hereto as Appendices C and D. 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. A previous inventory of areas landscaped and maintained by the District in the past is attached hereto as Appendix E. However, the Proposer should undertake its own inventory of current conditions. The Agreement will specify the approximate landscape services to be provided as mutually agreed by the District and the successful Proposer.

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Through this Request for Proposals, the District is seeking: a) statements of qualifications from experienced companies which can provide a full complement of landscaping and/or holiday street decor services, b) detailed proposals for the operation of a proposed landscape and/or holiday street decor program and c) evidence that the Company will advance the philosophical goals of the District's clean, safe and friendly objectives.



## B. Services

The services to be provided by the successful Proposer(s) to implement a Landscape Program and a Holiday Street Decor Program pursuant to the terms of the Agreements shall include the following:

### LANDSCAPE PROGRAM

- (a) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners (the parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;
- (b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;
- (c) At the sole option of the CEO of the District, replacing some or all summer flowers and plants pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.
- (d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;
- (e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;
- (f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).
- (g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;
- (h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

**ALL PLANTINGS AND DISPLAYS MUST BE APPROVED BY THE DISTRICT'S CEO PRIOR TO INSTALLATION.**

#### HOLIDAY STREET DECOR PROGRAM

(a) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

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 Landscape Program and/or the Holiday Street Décor 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 Landscape Program and the Holiday Street Decor Program, and shall meet weekly with the Company during the seasons in which landscape and/or holiday street decor services are to be provided. 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 friendly goals.

The District has one central office/headquarters. The Company's Operations Manager shall serve as the Director of the 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

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**Deleted:** (a) → Initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all publicly owned pots, planters and tree wells in public rights of way within the District, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners; ¶

→ (b) → Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District; ¶

→ (c) → At the sole option of the District, replacing all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate; ¶

→ (d) → Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of the Agreement and in no event less than twice per week throughout each season; ¶

→ (e) → Daily monitoring and maintenance of all flower displays within the District through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate; ¶

→ (f) → Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the State Street Bridge; ¶

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in or adjacent to the District for the storage and maintenance of all equipment and materials and for the mobilization of employees required by either Program.

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The District will also enter into contracts for a Public Service Ambassador Program and a Clean Sweep Ambassador 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 Landscape 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 pre-proposal conference was held on Monday, July 12, 2021 at 10:00 a.m. via ZOOM.

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#### B) Pre-Qualification Phase

The District considered proposals submitted July 12, 2021 by all interested Proposers that demonstrated basic qualifications to manage and operate the Landscape Program and/or Holiday Street Decor Program.

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#### C) Proposals

The District is now requesting 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 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 are due in the office of

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

on Monday, August 16, 2021 no later than noon. The District reserves the right to reject any proposal received after that time.

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3. Submission of Proposal:

- a. All proposals shall be submitted electronically and with two (2) hard copies.
- 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 the District prior to the final selection of the Company.

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(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 friendly.
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 Landscape Program [and/or the Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#).
11. Letters of recommendation from owners of properties served by the Proposer and other appropriate parties attesting to the Proposers and proposed Operations Manager's ability and competence in the operation and management of landscape [and holiday street decor](#) programs.
12. A statement indicating the Proposers 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.

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14. The District, in consultation with the Company, will specify for 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.

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(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 Landscape Program [and/or Holiday Street Decor 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 friendly 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, 2022, and terminating on December 31, 2024, which may, by mutual consent, be extended for additional terms of one (1)

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year each. The District reserves the right to terminate the Agreement(s) without cause upon thirty (30) days written notice.

In any such extension of any 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.

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## VII. COMPENSATION OF COMPANY

Compensation of the Company for the management and operation of the Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor Program, and to operate the Landscape Program and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#), including but not limited to the following:

A. Operations

1. The Company will be responsible for the provision of the comprehensive Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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 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 friendly 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 friendly objectives of the District.

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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 Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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
- [Cyber Security Coverage](#)

Each of the above (except statutory workers' compensation coverage) shall have limits of at least \$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 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(s), 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.

APPENDIX A  
DISTRICT MAP

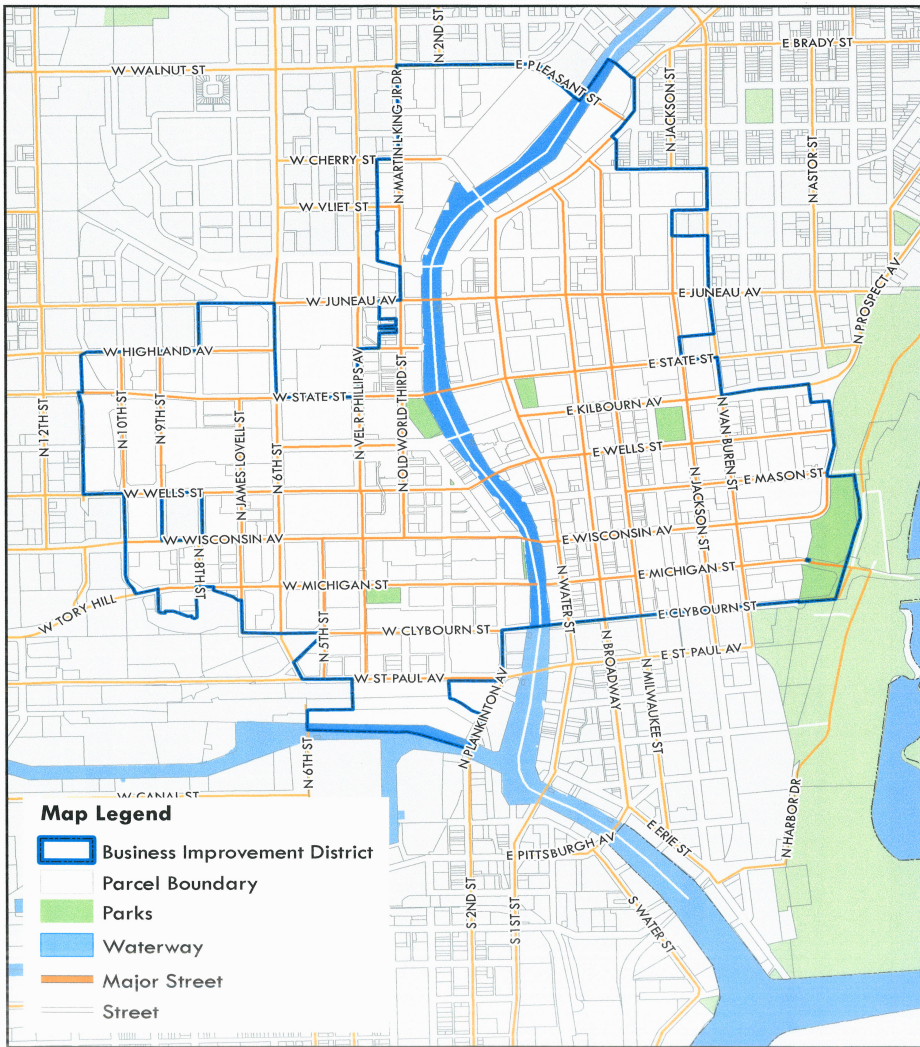
## Exhibit A

### 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  
Sources: City of Milwaukee Information Technology Management Division;  
Dept. of City Development Commercial Corridors Team

0 0.25 0.5 Miles



APPENDIX B  
TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

## **APPENDIX B**

### **TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS**

<u>Monday, July 12, 2021</u> 10:00 a.m.	Pre-Proposal Conference via <b>ZOOM</b> Reinhart Boerner Van Deuren s.c. 1000 North Water Street, Suite 1700 Milwaukee, WI 53202	<div>Deleted: Tuesday</div> <div>Deleted: May 5</div> <div>Deleted: 09</div> <div>Formatted: Indent: Left: 2", First line: 0.5"</div>
Monday, <u>July 12, 2021</u> Noon	Request for Qualifications due to Deborah C. Tomczyk	<div>Deleted: May</div> <div>Deleted: 09</div>
<u>Monday, August 16, 2021</u> 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	<div>Deleted: Friday</div> <div>Deleted: May 22</div> <div>Deleted: 09</div>
<u>End of August, 2021</u> ▼	Selected Proposers make presentations to District Subcommittee	<div>Deleted: Wednesday, May 27, 2009</div> <div>Deleted: afternoon</div>
<u>September, 2021</u>	Proposer(s) selected/Agreement negotiated	<div>Deleted: June</div> <div>Deleted: 09</div>

APPENDIX C

| PROPOSED FORM OF AGREEMENT FOR SERVICES [FOR LANDSCAPING](#)

Exhibit A

Boundaries of Business Improvement District No. 21

AGREEMENT FOR SERVICES  
(Landscaping)

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

RECITALS

The Board and the Company acknowledge the following:

A. On or about June 14, 2021, the Board circulated a Request for Qualifications for its Landscape Program (the "RFQ") inviting third parties to submit their qualifications for the provision of seasonal landscaping services within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" objectives of the District, all as set forth in the District's initial operating plan adopted by resolution no. 70900 of the Common Council of the City of Milwaukee dated October 14, 1997. On or about \_\_\_\_\_, 2021, the Board solicited a responsive proposal from the Company to provide certain seasonal landscaping services set forth below and in the Company's proposals.

B. The Board and the Company now enter into this Agreement for Services (Landscaping) to specify the terms upon which the Company will provide certain seasonal landscaping to the District.

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) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners. The parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;

(b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;

(c) At the sole option of the chief executive officer of the District (the "CEO"), replacing some or all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.

(d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;



(e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;

(f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).

(g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;

(h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

## 2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the CEO. The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during any planting, pre-planting or holiday seasons and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

## 3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, flowers and plants necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all plantings and displays must be approved by the CEO prior to installation.**

(b) Plantings. The Company shall provide sufficient summer and fall flowers and plantings, as mutually acceptable to the Company and the CEO, to complete initial planting of publicly owned pots, planters (including, but not limited to, 24 bike planter units), tree wells, specified privately owned pots, hanging planters along the riverwalk system within the District Boundaries. In addition, during each season throughout the term of this Agreement, the Company agrees to provide, plant and service for the District up to an additional 15 percent of the initial number of flowers and plants planted pursuant to this Agreement to replace damaged or destroyed flowers and plants. Designs for the summer color, fall color and holiday decorations displays shall be subject to review and approval by the CEO. In the event that DPW provides flowers and plants to the District, at no cost to either the District or the Company, for planting of publicly owned pots, planters and tree wells in public rights of way within the District Boundaries, the Company shall discount its services

provided under this Agreement and reduce the costs charged to the District pursuant to Section 12 and Exhibit C below by the fair market value of any flowers and/or plants provided by DPW.

(c) Hanging Planters. The Company will make available for purchase, by individual property owners, the Milwaukee Riverwalk District, Inc. or the District, new hanging planters (similar in quality and design with hanging planters currently used along the riverwalk system) at the price of \$333.00 per hanging planter. Such price shall include all costs related to the purchase of the hanging planters and hardware (\$ ) and all costs related to the liners, soil, flowers, plantings and installation of a new hanging planter on an existing pole along the riverwalk system (\$ ).

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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, and (e) cyber-security 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 "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.

9. Repairing Damage. The Company shall, at its sole cost, promptly repair or replace any property damaged, carried 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing landscaping services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of landscaping operations shall be \$\_\_\_\_\_ in 2022, \$\_\_\_\_\_ in 2023 and \$\_\_\_\_\_ in 2024, as set forth on the payment schedule attached hereto as Exhibit C, which shall be the maximum annual costs to be paid by the Board to the Company for landscaping, provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement and provided that, at the CEO's sole option, the CEO may elect to have the Court of Honor landscaped in a manner similar to past years at an annual cost of \$\_\_\_\_\_ per year. Without specific written authorization of the CEO, the Company cannot exceed the total landscaping costs set forth in this Subsection. Any costs for landscaping incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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 the Company in the previous 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 fifteen 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.

(c) 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 providing landscaping services as described in the current operating plan of 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 provision of landscaping services to the District 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 provision of landscaping services to the District prepared by an independent certified public accountant. The

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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 percent or greater in the Company's accounting practices.

13. Company as Independent Contractor. Nothing in this Agreement shall be deemed or construed as creating 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States Registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

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To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

19. Successors and Assigns. The Board may assign its interest in this Agreement at any time, provided that it notifies the Company of such assignment within a reasonable time thereof. The Company may not assign its interest in this Agreement to any party, whether by operation of law or otherwise, without the prior written consent of the Board which may be withheld in the Board's sole discretion. The Company may not subcontract all or any portion of its obligations under this Agreement without the prior written consent of the Board which may be withheld in the Board's sole discretion. The covenants and agreement herein contained shall bind and inure to the benefit of the parties and their permitted successors and assigns.

BOARD OF BUSINESS IMPROVEMENT DISTRICT NO. 21

BY \_\_\_\_\_  
Joseph Ullrich, Chair  
\_\_\_\_\_

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BY \_\_\_\_\_  
Its \_\_\_\_\_

State of Wisconsin )  
 ) ss  
Milwaukee County )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Joseph Ullrich 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.

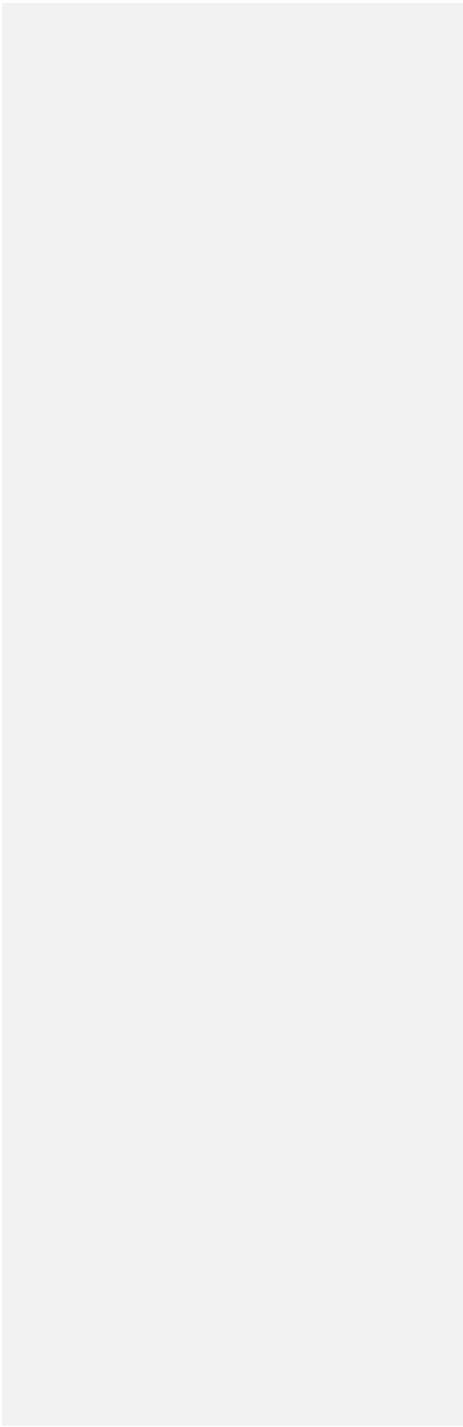
( \_\_\_\_\_ )  
 Notary Public, State of Wisconsin  
 My commission \_\_\_\_\_

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AUTHENTICATION

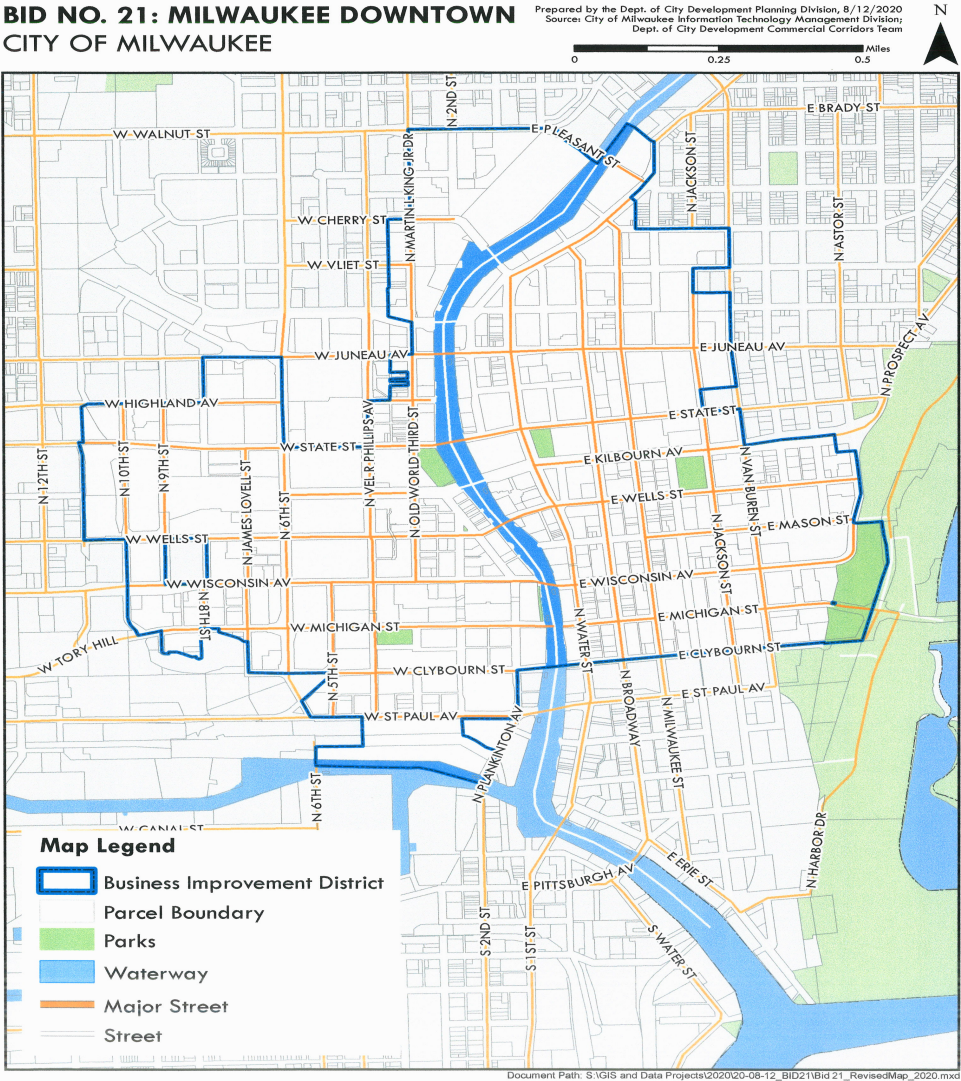
Signature of \_\_\_\_\_ authenticated  
on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Leborah C. Tomczyk



**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



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## EXHIBIT B

### Inventory of Landscape Bed/Planter/Container/Baskets

154 on-grade beds along Wisconsin Avenue, including 20 bike planter units

5 Bridge Planters

3 on Wells

2 on Wisconsin

11 planters at ASQ River Plaza

7 pots on Plankinton at Grand Avenue

18 pots on 2nd Street at Grand Avenue

8 on-grade beds for RACM between 4th and 5th on south side of Wisconsin Avenue.  
(NOTE: These 8 are included in the 154 total on Wisconsin Avenue. They are NOT 8 additional beds.)

15 beds within the Court of Honor median on Wisconsin Avenue from 8th to 19th.

2 "landscape only" beds at 9th and Wisconsin. (Landscaping Maintenance Only . . . no color program.)

5 on-grade beds for City of Milwaukee at the library, on Wisconsin Avenue between 8th and 9th Street. (NOTE: These 5 are included in the 154 total on Wisconsin Avenue. They are NOT 5 additional beds.)

10 planters at Schlitz Park Riverwalk

Old World Third Street area

35 on-grade Tree Beds

9 steel pots

8 pots at Kilbourn and 3rd (Calderone Club)

8 pots at 3rd and Wells

11 pots at area around 2nd/Wells/Plankinton

24 steel pots at Michigan and Plankinton

5 pots at Michigan and 3rd Street (Courtyard by Marriott)



[2 pots on Broadway at Wisconsin Avenue](#)

[2 pots on Broadway at Mason Street](#)

[1 pot on 3rd at Wisconsin Avenue](#)

[22 planters inset into the Riverwalk \(west side only\)](#)

[2 pots to be relocated to District Information Kiosk at 210 West Wisconsin Avenue](#)

[60 Hanging Baskets along Riverwalk](#)

[2 pots on 5th Street between St. Paul and Michigan at Stone Creek Coffee](#)

[3 street beds at 833 East Michigan](#)

[4 street beds on west side of Broadway, north of Wisconsin at 250 Plaza](#)

[3 pots on east side of Broadway, north of Michigan at 600-612 North Broadway](#)

APPENDIX D

PROPOSED FORM OF AGREEMENT FOR SERVICES  
FOR HOLIDAY STREET DECOR

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**AGREEMENT FOR SERVICES**  
**(Holiday Street Decor)**

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

**RECITALS**

The Board and the Company acknowledge the following:

A. In summer of 2012, the Board solicited proposals to provide holiday street decor within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" 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.

B. The Board and the Company now enter into this Agreement for Services (Holiday Street Decor) to specify the terms upon which the Company would provide certain holiday street decor installation services to the District.

**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) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the chief executive officer of the District or such other persons designated by the Board (collectively, the "CEO"). The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during the year end holiday season and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, and holiday street decor necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all holiday street decor must be approved by the CEO prior to installation.**

(b) Holiday Street Decor. The Company shall provide holiday street decor, as mutually acceptable to the Company and the CEO, to decorate Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each annual holiday season.

(c) Zeidler Park Holiday Lights Program. The Company shall continue to administer the Zeidler Park Holiday Decor and associated install/de-stall servicing consistent with past practice and as set forth on the attached Exhibit B.

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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; (d) employee dishonesty or blanket fidelity crime coverage; and (e) cyber-security 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.

9. 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing holiday decor services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of holiday decor operations shall be \$ \_\_\_\_\_ in 2021, \$ \_\_\_\_\_ in 2022 and \$ \_\_\_\_\_ in 2023, which shall be the maximum annual costs to be paid by the Board to the Company for holiday decor (including the Zeidler Park Holiday Lights Program), provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement. Without specific written authorization of the Board, the Company cannot exceed the total holiday decor costs set forth in this Subsection. Any costs for holiday decor incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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. 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 fifteen 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.

(c) 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 providing holiday decor services as described in the current operating plan of 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 provision of holiday decor services to the District 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 provision of holiday decor services to the District 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 percent or greater in the Company's accounting practices.

13. 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

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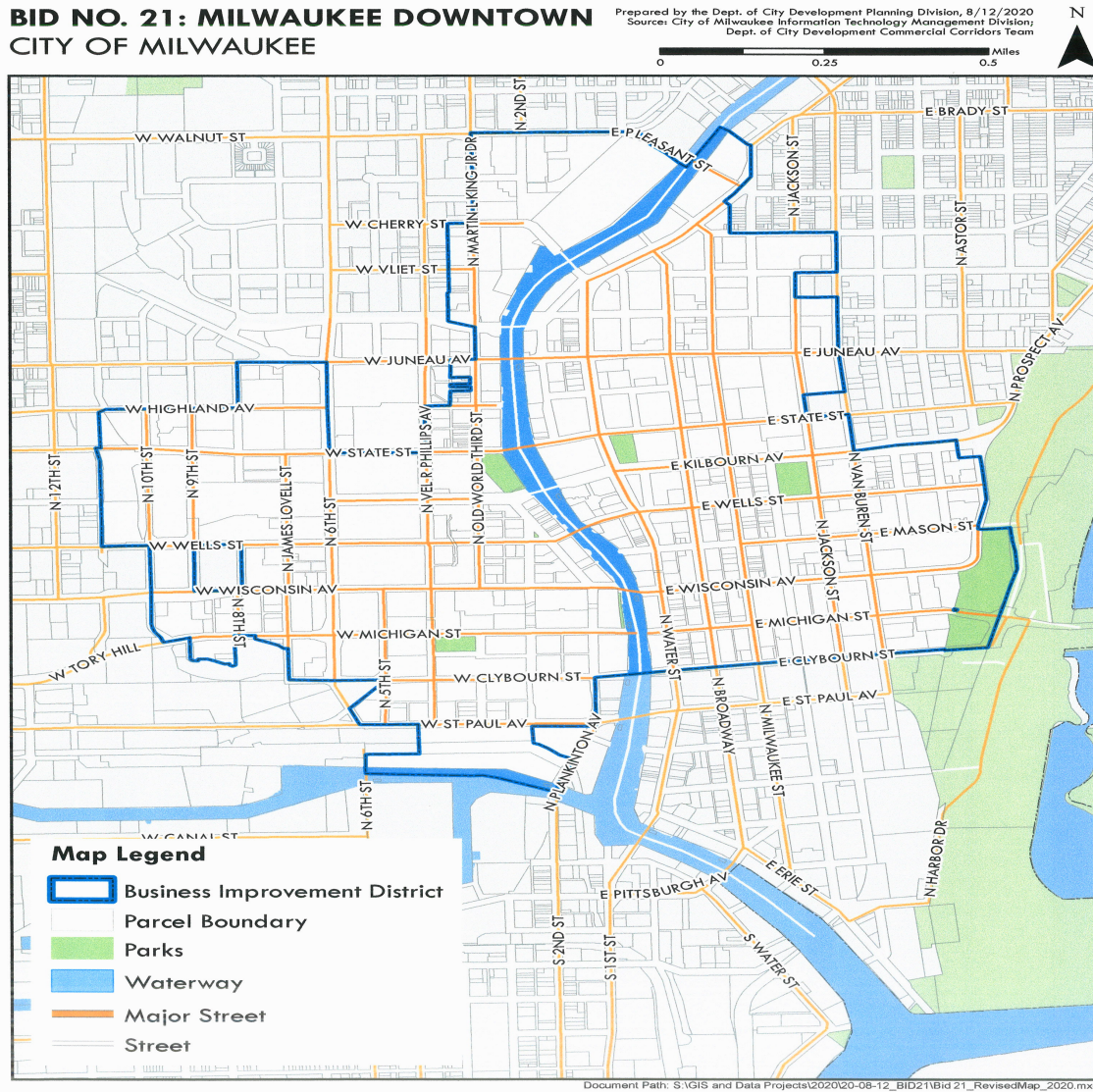


Exhibit A

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



|

APPENDIX [E](#)

CURRENT INVENTORY OF LANDSCAPED AREAS

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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 during Labor Costs**

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)
Landscape Equipment	\$_____(13)
Landscape 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)
<b><u>TOTALS</u></b>	
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)

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Page 27: [2] Deleted	Deborah C. Tomczyk	7/9/21 11:08:00 AM



MILWAUKEE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

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BID 21

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REQUEST FOR PROPOSALS

LANDSCAPE AND HOLIDAY STREET DECOR PROGRAMS

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July 12, 2021

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### EXHIBITS

A.	Staffing and Cost Analysis Form
B.	Job Classifications and Pay Rates
C.	Equipment Schedule
D.	Annual Costs of Operations and Company Fee

## A. REQUEST FOR PROPOSALS

### I. DEFINITIONS

1. "The District" shall refer to the Milwaukee Downtown Business Improvement District 21 of the City of Milwaukee (see Appendix A for the boundaries of the District).

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2. "Landscape Program" shall refer to all aspects of administering, managing and providing the District's Landscape Program, as outlined in this document and all supporting Appendices and Exhibits.

3. "Holiday Street Decor Program" shall refer to all aspects of administering, managing and providing the District's Holiday Street Decor Program, as described in this document and all supporting Appendices and Exhibits.

4. "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.

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5. "Company" shall refer to that party selected by the District to provide the services set forth herein.

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6. "Agreement" shall refer to the contract to be executed between the Company and the District in accordance with these specifications (including the form of Agreements for Services attached hereto as Appendices C and D) and the Company's proposal submitted and accepted by the District, each of which shall be incorporated into the terms of the Agreement.

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7. "Work" shall refer to the landscaping tasks specified in Appendices C and D, performed by the Company, its employees and subcontractors, if any.

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8. "Change Order" shall refer to any modification to the Agreement signed by the Company and the District.

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9. "Costs of Operation" shall refer to all costs and expenses, approved by the District, of managing and operating the Landscape Program and/or the Holiday Street Decor 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, supplies, equipment, transportation, insurance coverage, storage space and the furnishing, cleaning, maintenance and replacement of uniforms.

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## II. BACKGROUND

The mission of the District is "to lead and inspire believers in Milwaukee to engage in efforts that build Downtown as the thriving, sustainable, innovative and vibrant heart of the community". The District's vision is "to be an economic catalyst. . ." causing Downtown to emerge as a premier destination of choice and Milwaukee to become a renowned world-class region.

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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. 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 landscape and holiday street decor services under new Agreements as of January 1, 2022.

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## III. THE OPPORTUNITY

### A. Introduction

The District seeks to enter into Agreement(s) with the successful Proposer(s) to operate the Landscape Program and the Holiday Street Decor Program comprised of landscape and holiday street decor services within the boundaries of the District as outlined in the form of Agreements attached hereto as Appendices C and D. 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. A previous inventory of areas landscaped and maintained by the District in the past is attached hereto as Appendix E. However, the Proposer should undertake its own inventory of current conditions. The Agreement will specify the approximate landscape services to be provided as mutually agreed by the District and the successful Proposer.

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Through this Request for Proposals, the District is seeking: a) statements of qualifications from experienced companies which can provide a full complement of landscaping and/or holiday street decor services, b) detailed proposals for the operation of a proposed landscape and/or holiday street decor program and c) evidence that the Company will advance the philosophical goals of the District's clean, safe and friendly objectives.

## **B. Services**

The services to be provided by the successful Proposer(s) to implement a Landscape Program and a Holiday Street Decor Program pursuant to the terms of the Agreements shall include the following:

### LANDSCAPE PROGRAM

- (a) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners (the parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;
- (b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;
- (c) At the sole option of the CEO of the District, replacing some or all summer flowers and plants pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.
- (d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;
- (e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;
- (f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).
- (g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;
- (h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

**ALL PLANTINGS AND DISPLAYS MUST BE APPROVED BY THE DISTRICT'S CEO PRIOR TO INSTALLATION.**

#### HOLIDAY STREET DECOR PROGRAM

(a) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

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 Landscape Program and/or the Holiday Street Décor 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 Landscape Program and the Holiday Street Decor Program, and shall meet weekly with the Company during the seasons in which landscape and/or holiday street decor services are to be provided. 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 friendly goals.

The District has one central office/headquarters. The Company's Operations Manager shall serve as the Director of the 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

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**Deleted:** (a) → Initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all publicly owned pots, planters and tree wells in public rights of way within the District, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners; ¶

→ (b) → Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District; ¶

→ (c) → At the sole option of the District, replacing all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate; ¶

→ (d) → Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of the Agreement and in no event less than twice per week throughout each season; ¶

→ (e) → Daily monitoring and maintenance of all flower displays within the District through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate; ¶

→ (f) → Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the State Street Bridge; ¶

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in or adjacent to the District for the storage and maintenance of all equipment and materials and for the mobilization of employees required by either Program.

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The District will also enter into contracts for a Public Service Ambassador Program and a Clean Sweep Ambassador 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 Landscape 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 pre-proposal conference was held on Monday, July 12, 2021 at 10:00 a.m. via ZOOM.

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#### B) Pre-Qualification Phase

The District considered proposals submitted July 12, 2021 by all interested Proposers that demonstrated basic qualifications to manage and operate the Landscape Program and/or Holiday Street Decor Program.

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#### C) Proposals

The District is now requesting 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 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 are due in the office of

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

on Monday, August 16, 2021 no later than noon. The District reserves the right to reject any proposal received after that time.

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3. Submission of Proposal:

- a. All proposals shall be submitted electronically and with two (2) hard copies.
- 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 the District prior to the final selection of the Company.

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(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 friendly.
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 Landscape Program [and/or the Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#).
11. Letters of recommendation from owners of properties served by the Proposer and other appropriate parties attesting to the Proposers and proposed Operations Manager's ability and competence in the operation and management of landscape [and holiday street decor](#) programs.
12. A statement indicating the Proposers 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.

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14. The District, in consultation with the Company, will specify for 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.

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(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 Landscape Program [and/or Holiday Street Decor 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 friendly 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, 2022, and terminating on December 31, 2024, which may, by mutual consent, be extended for additional terms of one (1)

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year each. The District reserves the right to terminate the Agreement(s) without cause upon thirty (30) days written notice.

In any such extension of any 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.

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## VII. COMPENSATION OF COMPANY

Compensation of the Company for the management and operation of the Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor Program, and to operate the Landscape Program and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#), including but not limited to the following:

A. Operations

1. The Company will be responsible for the provision of the comprehensive Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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 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 friendly 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 friendly objectives of the District.

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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 Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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
- [Cyber Security Coverage](#)

Each of the above (except statutory workers' compensation coverage) shall have limits of at least \$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 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(s), 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.

APPENDIX A  
DISTRICT MAP

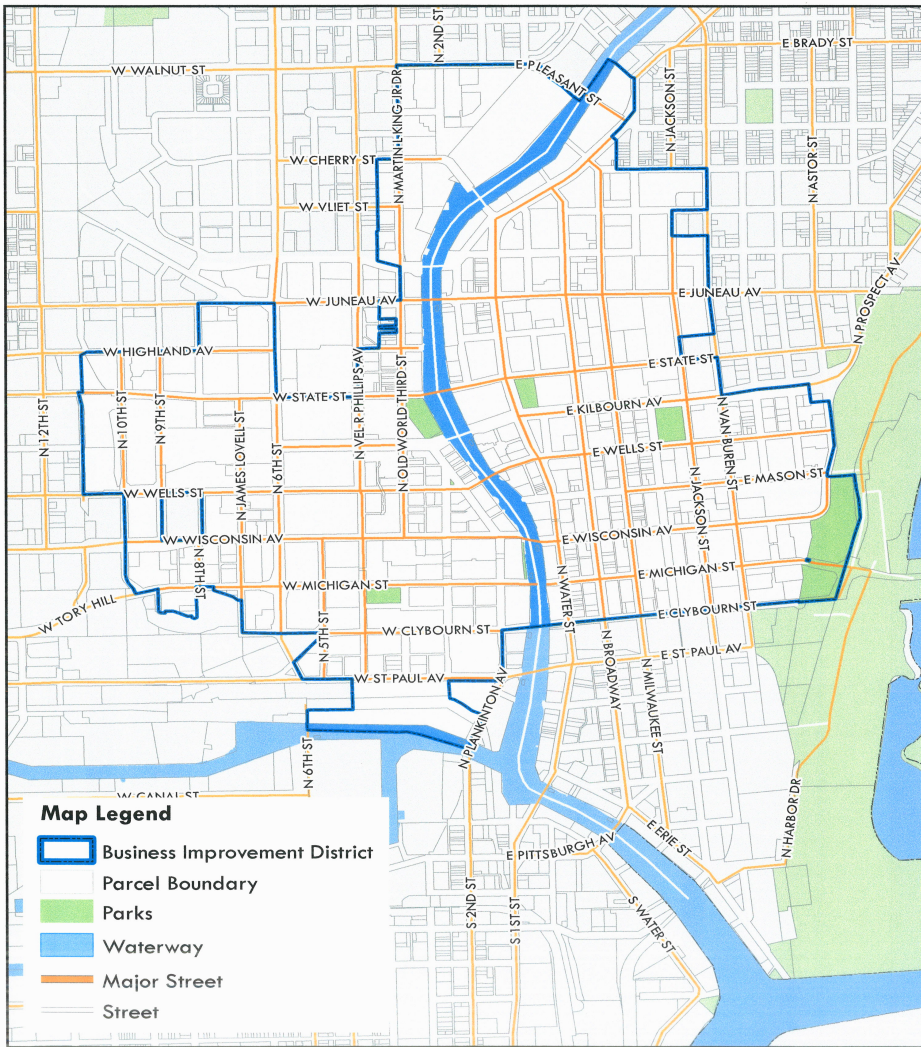
Exhibit A

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  
Sources: City of Milwaukee Information Technology Management Division;  
Dept. of City Development Commercial Corridors Team

0 0.25 0.5 Miles





APPENDIX B  
TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

## **APPENDIX B**

### TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

<u>Monday, July 12, 2021</u> 10:00 a.m.	Pre-Proposal Conference via <u>ZOOM</u> Reinhart Boerner Van Deuren s.c. 1000 North Water Street, Suite 1700 Milwaukee, WI 53202	<div>Deleted: Tuesday</div> <div>Deleted: May 5</div> <div>Deleted: 09</div> <div>Formatted: Indent: Left: 2", First line: 0.5"</div>
Monday, <u>July 12, 2021</u> Noon	Request for Qualifications due to Deborah C. Tomczyk	<div>Deleted: May</div> <div>Deleted: 09</div>
<u>Monday, August 16, 2021</u> 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	<div>Deleted: Friday</div> <div>Deleted: May 22</div> <div>Deleted: 09</div>
<u>End of August, 2021</u> ▼	Selected Proposers make presentations to District Subcommittee	<div>Deleted: Wednesday, May 27, 2009</div> <div>Deleted: afternoon</div>
<u>September, 2021</u>	Proposer(s) selected/Agreement negotiated	<div>Deleted: June</div> <div>Deleted: 09</div>

APPENDIX C

| PROPOSED FORM OF AGREEMENT FOR SERVICES [FOR LANDSCAPING](#)

Exhibit A

Boundaries of Business Improvement District No. 21

AGREEMENT FOR SERVICES  
(Landscaping)

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

RECITALS

The Board and the Company acknowledge the following:

A. On or about June 14, 2021, the Board circulated a Request for Qualifications for its Landscape Program (the "RFQ") inviting third parties to submit their qualifications for the provision of seasonal landscaping services within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" objectives of the District, all as set forth in the District's initial operating plan adopted by resolution no. 70900 of the Common Council of the City of Milwaukee dated October 14, 1997. On or about \_\_\_\_\_, 2021, the Board solicited a responsive proposal from the Company to provide certain seasonal landscaping services set forth below and in the Company's proposals.

B. The Board and the Company now enter into this Agreement for Services (Landscaping) to specify the terms upon which the Company will provide certain seasonal landscaping to the District.

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) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners. The parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;

(b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;

(c) At the sole option of the chief executive officer of the District (the "CEO"), replacing some or all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.

(d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;

(e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;

(f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).

(g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;

(h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

## 2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the CEO. The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during any planting, pre-planting or holiday seasons and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

## 3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, flowers and plants necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all plantings and displays must be approved by the CEO prior to installation.**

(b) Plantings. The Company shall provide sufficient summer and fall flowers and plantings, as mutually acceptable to the Company and the CEO, to complete initial planting of publicly owned pots, planters (including, but not limited to, 24 bike planter units), tree wells, specified privately owned pots, hanging planters along the riverwalk system within the District Boundaries. In addition, during each season throughout the term of this Agreement, the Company agrees to provide, plant and service for the District up to an additional 15 percent of the initial number of flowers and plants planted pursuant to this Agreement to replace damaged or destroyed flowers and plants. Designs for the summer color, fall color and holiday decorations displays shall be subject to review and approval by the CEO. In the event that DPW provides flowers and plants to the District, at no cost to either the District or the Company, for planting of publicly owned pots, planters and tree wells in public rights of way within the District Boundaries, the Company shall discount its services

provided under this Agreement and reduce the costs charged to the District pursuant to Section 12 and Exhibit C below by the fair market value of any flowers and/or plants provided by DPW.

(c) Hanging Planters. The Company will make available for purchase, by individual property owners, the Milwaukee Riverwalk District, Inc. or the District, new hanging planters (similar in quality and design with hanging planters currently used along the riverwalk system) at the price of \$333.00 per hanging planter. Such price shall include all costs related to the purchase of the hanging planters and hardware (\$ ) and all costs related to the liners, soil, flowers, plantings and installation of a new hanging planter on an existing pole along the riverwalk system (\$ ).

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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, and (e) cyber-security 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 "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.

9. Repairing Damage. The Company shall, at its sole cost, promptly repair or replace any property damaged, carried 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing landscaping services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of landscaping operations shall be \$\_\_\_\_\_ in 2022, \$\_\_\_\_\_ in 2023 and \$\_\_\_\_\_ in 2024, as set forth on the payment schedule attached hereto as Exhibit C, which shall be the maximum annual costs to be paid by the Board to the Company for landscaping, provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement and provided that, at the CEO's sole option, the CEO may elect to have the Court of Honor landscaped in a manner similar to past years at an annual cost of \$\_\_\_\_\_ per year. Without specific written authorization of the CEO, the Company cannot exceed the total landscaping costs set forth in this Subsection. Any costs for landscaping incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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 the Company in the previous 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 fifteen 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.

(c) 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 providing landscaping services as described in the current operating plan of 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 provision of landscaping services to the District 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 provision of landscaping services to the District prepared by an independent certified public accountant. The

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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 percent or greater in the Company's accounting practices.

13. Company as Independent Contractor. Nothing in this Agreement shall be deemed or construed as creating 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States Registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

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To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

19. Successors and Assigns. The Board may assign its interest in this Agreement at any time, provided that it notifies the Company of such assignment within a reasonable time thereof. The Company may not assign its interest in this Agreement to any party, whether by operation of law or otherwise, without the prior written consent of the Board which may be withheld in the Board's sole discretion. The Company may not subcontract all or any portion of its obligations under this Agreement without the prior written consent of the Board which may be withheld in the Board's sole discretion. The covenants and agreement herein contained shall bind and inure to the benefit of the parties and their permitted successors and assigns.

BOARD OF BUSINESS IMPROVEMENT DISTRICT NO. 21

BY \_\_\_\_\_  
Joseph Ullrich, Chair  
\_\_\_\_\_

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BY \_\_\_\_\_  
Its \_\_\_\_\_

State of Wisconsin )  
 ) ss  
Milwaukee County )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Joseph Ullrich 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.

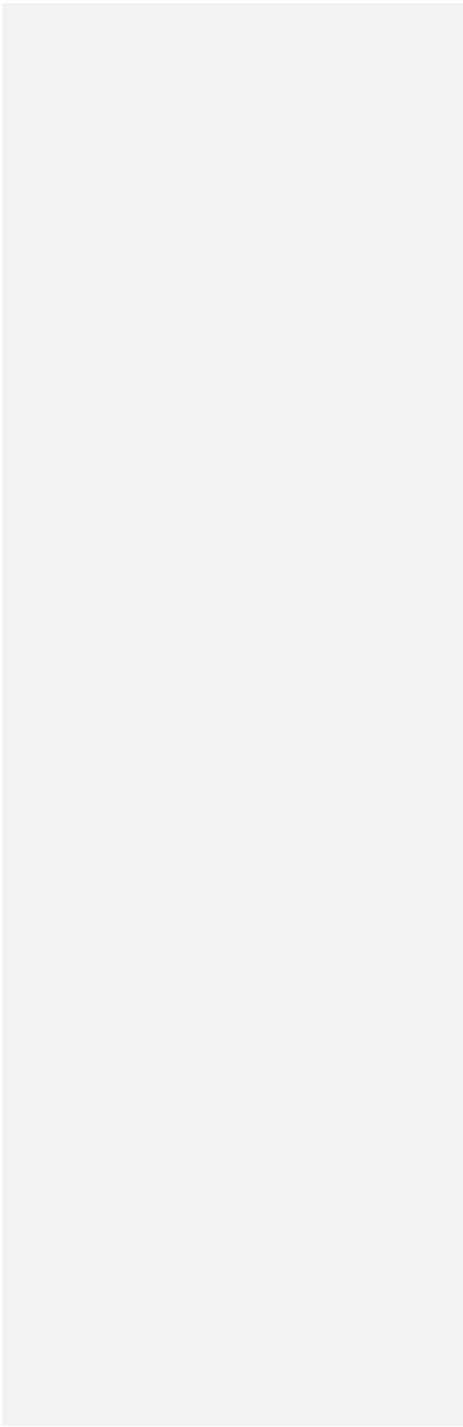
( \_\_\_\_\_ )  
 Notary Public, State of Wisconsin  
 My commission \_\_\_\_\_

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AUTHENTICATION

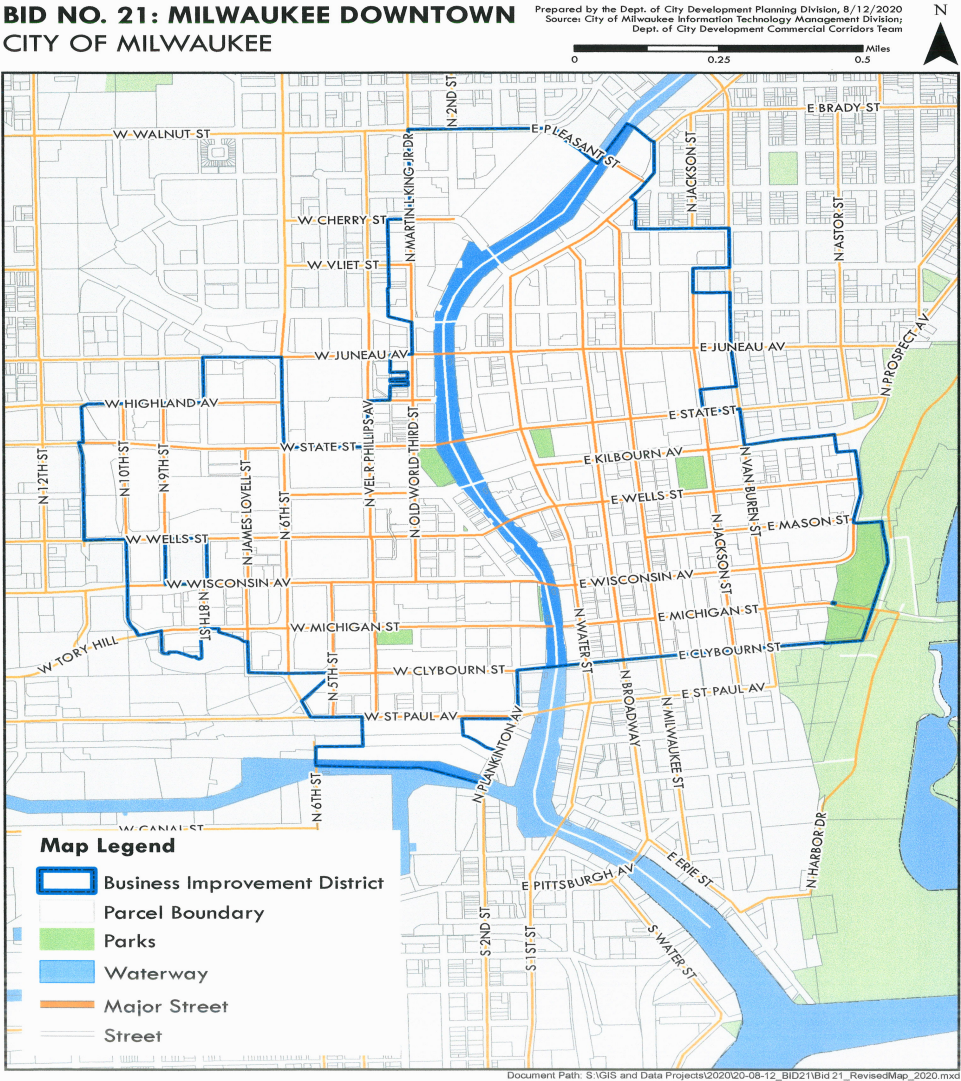
Signature of \_\_\_\_\_ authenticated  
on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Leborah C. Tomczyk



**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



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## EXHIBIT B

### Inventory of Landscape Bed/Planter/Container/Baskets

154 on-grade beds along Wisconsin Avenue, including 20 bike planter units

5 Bridge Planters

3 on Wells

2 on Wisconsin

11 planters at ASQ River Plaza

7 pots on Plankinton at Grand Avenue

18 pots on 2nd Street at Grand Avenue

8 on-grade beds for RACM between 4th and 5th on south side of Wisconsin Avenue.  
(NOTE: These 8 are included in the 154 total on Wisconsin Avenue. They are NOT 8  
additional beds.)

15 beds within the Court of Honor median on Wisconsin Avenue from 8th to 19th.

2 "landscape only" beds at 9th and Wisconsin. (Landscaping Maintenance Only . . . no  
color program.)

5 on-grade beds for City of Milwaukee at the library, on Wisconsin Avenue between 8th and  
9th Street. (NOTE: These 5 are included in the 154 total on Wisconsin Avenue. They are  
NOT 5 additional beds.)

10 planters at Schlitz Park Riverwalk

Old World Third Street area

35 on-grade Tree Beds

9 steel pots

8 pots at Kilbourn and 3rd (Calderone Club)

8 pots at 3rd and Wells

11 pots at area around 2nd/Wells/Plankinton

24 steel pots at Michigan and Plankinton

5 pots at Michigan and 3rd Street (Courtyard by Marriott)

[2 pots on Broadway at Wisconsin Avenue](#)

[2 pots on Broadway at Mason Street](#)

[1 pot on 3rd at Wisconsin Avenue](#)

[22 planters inset into the Riverwalk \(west side only\)](#)

[2 pots to be relocated to District Information Kiosk at 210 West Wisconsin Avenue](#)

[60 Hanging Baskets along Riverwalk](#)

[2 pots on 5th Street between St. Paul and Michigan at Stone Creek Coffee](#)

[3 street beds at 833 East Michigan](#)

[4 street beds on west side of Broadway, north of Wisconsin at 250 Plaza](#)

[3 pots on east side of Broadway, north of Michigan at 600-612 North Broadway](#)

APPENDIX D

PROPOSED FORM OF AGREEMENT FOR SERVICES  
FOR HOLIDAY STREET DECOR

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**AGREEMENT FOR SERVICES**  
**(Holiday Street Decor)**

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

**RECITALS**

The Board and the Company acknowledge the following:

A. In summer of 2012, the Board solicited proposals to provide holiday street decor within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" 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.

B. The Board and the Company now enter into this Agreement for Services (Holiday Street Decor) to specify the terms upon which the Company would provide certain holiday street decor installation services to the District.

**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) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the chief executive officer of the District or such other persons designated by the Board (collectively, the "CEO"). The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during the year end holiday season and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, and holiday street decor necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all holiday street decor must be approved by the CEO prior to installation.**

(b) Holiday Street Decor. The Company shall provide holiday street decor, as mutually acceptable to the Company and the CEO, to decorate Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each annual holiday season.

(c) Zeidler Park Holiday Lights Program. The Company shall continue to administer the Zeidler Park Holiday Decor and associated install/de-stall servicing consistent with past practice and as set forth on the attached Exhibit B.

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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; (d) employee dishonesty or blanket fidelity crime coverage; and (e) cyber-security 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.

9. 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing holiday decor services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of holiday decor operations shall be \$ \_\_\_\_\_ in 2021, \$ \_\_\_\_\_ in 2022 and \$ \_\_\_\_\_ in 2023, which shall be the maximum annual costs to be paid by the Board to the Company for holiday decor (including the Zeidler Park Holiday Lights Program), provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement. Without specific written authorization of the Board, the Company cannot exceed the total holiday decor costs set forth in this Subsection. Any costs for holiday decor incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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. 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 fifteen 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.

(c) 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 providing holiday decor services as described in the current operating plan of 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 provision of holiday decor services to the District 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 provision of holiday decor services to the District 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 percent or greater in the Company's accounting practices.

13. 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

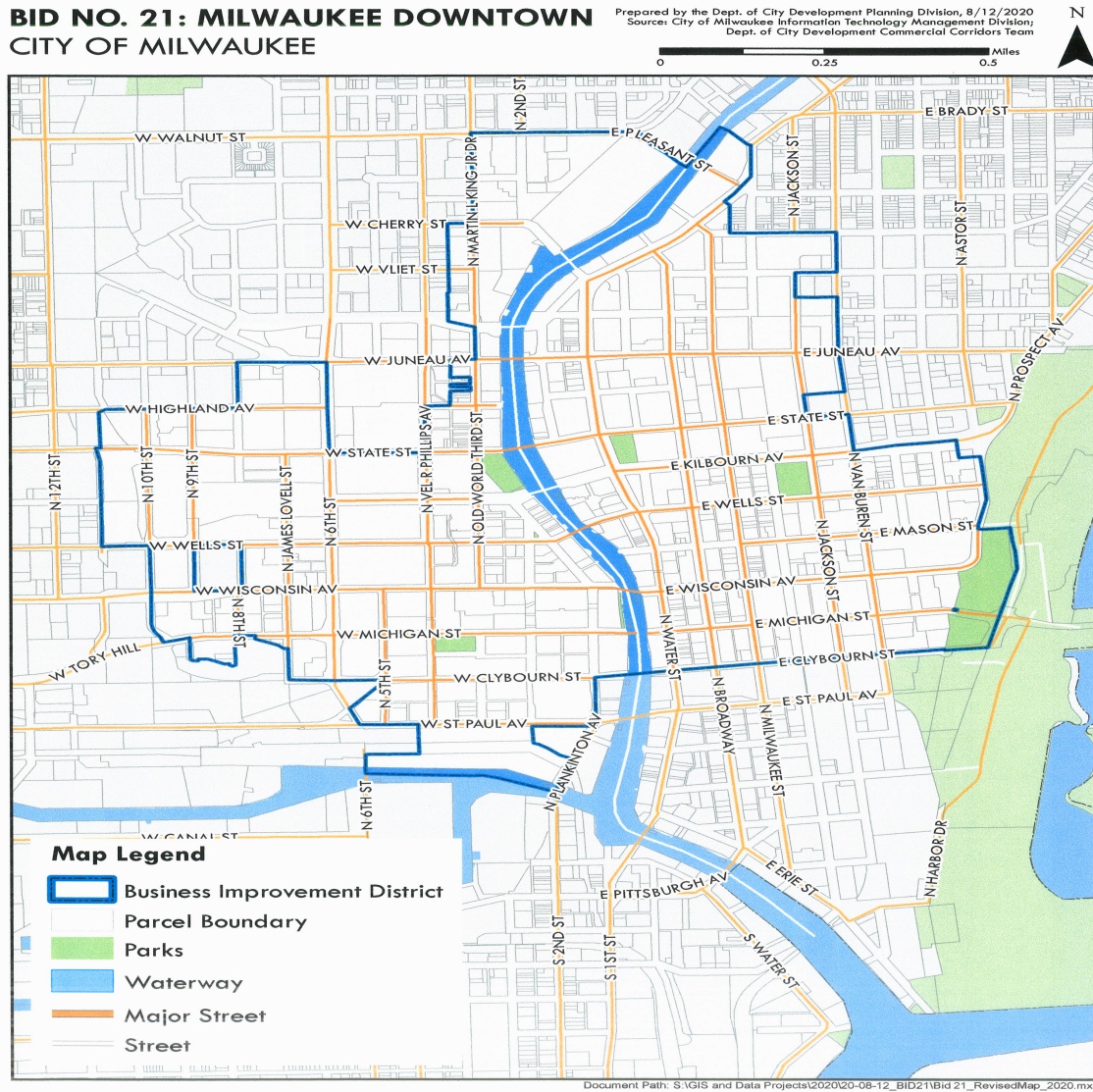


Exhibit A

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



|

APPENDIX [E](#)

CURRENT INVENTORY OF LANDSCAPED AREAS

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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 during Labor Costs**

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)
Landscape Equipment	\$_____(13)
Landscape 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)
<b><u>TOTALS</u></b>	
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)

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MILWAUKEE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

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REQUEST FOR PROPOSALS

LANDSCAPE AND HOLIDAY STREET DECOR PROGRAMS

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July 12, 2021

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### APPENDICES

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### EXHIBITS

A.	Staffing and Cost Analysis Form
B.	Job Classifications and Pay Rates
C.	Equipment Schedule
D.	Annual Costs of Operations and Company Fee

## A. REQUEST FOR PROPOSALS

### I. DEFINITIONS

1. "The District" shall refer to the Milwaukee Downtown Business Improvement District 21 of the City of Milwaukee (see Appendix A for the boundaries of the District).

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2. "Landscape Program" shall refer to all aspects of administering, managing and providing the District's Landscape Program, as outlined in this document and all supporting Appendices and Exhibits.

3. "Holiday Street Decor Program" shall refer to all aspects of administering, managing and providing the District's Holiday Street Decor Program, as described in this document and all supporting Appendices and Exhibits.

4. "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.

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5. "Company" shall refer to that party selected by the District to provide the services set forth herein.

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6. "Agreement" shall refer to the contract to be executed between the Company and the District in accordance with these specifications (including the form of Agreements for Services attached hereto as Appendices C and D) and the Company's proposal submitted and accepted by the District, each of which shall be incorporated into the terms of the Agreement.

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7. "Work" shall refer to the landscaping tasks specified in Appendices C and D, performed by the Company, its employees and subcontractors, if any.

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8. "Change Order" shall refer to any modification to the Agreement signed by the Company and the District.

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9. "Costs of Operation" shall refer to all costs and expenses, approved by the District, of managing and operating the Landscape Program and/or the Holiday Street Decor 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, supplies, equipment, transportation, insurance coverage, storage space and the furnishing, cleaning, maintenance and replacement of uniforms.

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## II. BACKGROUND

The mission of the District is "to lead and inspire believers in Milwaukee to engage in efforts that build Downtown as the thriving, sustainable, innovative and vibrant heart of the community". The District's vision is "to be an economic catalyst. . ." causing Downtown to emerge as a premier destination of choice and Milwaukee to become a renowned world-class region.

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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. 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 landscape and holiday street decor services under new Agreements as of January 1, 2022.

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## III. THE OPPORTUNITY

### A. Introduction

The District seeks to enter into Agreement(s) with the successful Proposer(s) to operate the Landscape Program and the Holiday Street Decor Program comprised of landscape and holiday street decor services within the boundaries of the District as outlined in the form of Agreements attached hereto as Appendices C and D. 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. A previous inventory of areas landscaped and maintained by the District in the past is attached hereto as Appendix E. However, the Proposer should undertake its own inventory of current conditions. The Agreement will specify the approximate landscape services to be provided as mutually agreed by the District and the successful Proposer.

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Through this Request for Proposals, the District is seeking: a) statements of qualifications from experienced companies which can provide a full complement of landscaping and/or holiday street decor services, b) detailed proposals for the operation of a proposed landscape and/or holiday street decor program and c) evidence that the Company will advance the philosophical goals of the District's clean, safe and friendly objectives.



## B. Services

The services to be provided by the successful Proposer(s) to implement a Landscape Program and a Holiday Street Decor Program pursuant to the terms of the Agreements shall include the following:

### LANDSCAPE PROGRAM

- (a) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners (the parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;
- (b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;
- (c) At the sole option of the CEO of the District, replacing some or all summer flowers and plants pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.
- (d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;
- (e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;
- (f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).
- (g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;
- (h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

**ALL PLANTINGS AND DISPLAYS MUST BE APPROVED BY THE DISTRICT'S CEO PRIOR TO INSTALLATION.**

#### HOLIDAY STREET DECOR PROGRAM

(a) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

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 Landscape Program and/or the Holiday Street Décor 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 Landscape Program and the Holiday Street Decor Program, and shall meet weekly with the Company during the seasons in which landscape and/or holiday street decor services are to be provided. 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 friendly goals.

The District has one central office/headquarters. The Company's Operations Manager shall serve as the Director of the 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

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**Deleted:** (a) → Initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all publicly owned pots, planters and tree wells in public rights of way within the District, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners; ¶

→ (b) → Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District; ¶

→ (c) → At the sole option of the District, replacing all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate; ¶

→ (d) → Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of the Agreement and in no event less than twice per week throughout each season; ¶

→ (e) → Daily monitoring and maintenance of all flower displays within the District through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate; ¶

→ (f) → Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the State Street Bridge; ¶

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in or adjacent to the District for the storage and maintenance of all equipment and materials and for the mobilization of employees required by either Program.

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The District will also enter into contracts for a Public Service Ambassador Program and a Clean Sweep Ambassador 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 Landscape 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 pre-proposal conference was held on Monday, July 12, 2021 at 10:00 a.m. via ZOOM.

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#### B) Pre-Qualification Phase

The District considered proposals submitted July 12, 2021 by all interested Proposers that demonstrated basic qualifications to manage and operate the Landscape Program and/or Holiday Street Decor Program.

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#### C) Proposals

The District is now requesting 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 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 are due in the office of

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

on Monday, August 16, 2021 no later than noon. The District reserves the right to reject any proposal received after that time.

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3. Submission of Proposal:

- a. All proposals shall be submitted electronically and with two (2) hard copies.
- 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 the District prior to the final selection of the Company.

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(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 friendly.
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 Landscape Program [and/or the Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#).
11. Letters of recommendation from owners of properties served by the Proposer and other appropriate parties attesting to the Proposers and proposed Operations Manager's ability and competence in the operation and management of landscape [and holiday street decor](#) programs.
12. A statement indicating the Proposers 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.

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14. The District, in consultation with the Company, will specify for 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.

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(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 Landscape Program [and/or Holiday Street Decor 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 friendly 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, 2022, and terminating on December 31, 2024, which may, by mutual consent, be extended for additional terms of one (1)

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year each. The District reserves the right to terminate the Agreement(s) without cause upon thirty (30) days written notice.

In any such extension of any 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.

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## VII. COMPENSATION OF COMPANY

Compensation of the Company for the management and operation of the Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor Program, and to operate the Landscape Program and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#), including but not limited to the following:

A. Operations

1. The Company will be responsible for the provision of the comprehensive Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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 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 friendly 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 friendly objectives of the District.

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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 Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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
- [Cyber Security Coverage](#)

Each of the above (except statutory workers' compensation coverage) shall have limits of at least \$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 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(s), 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.

APPENDIX A  
DISTRICT MAP

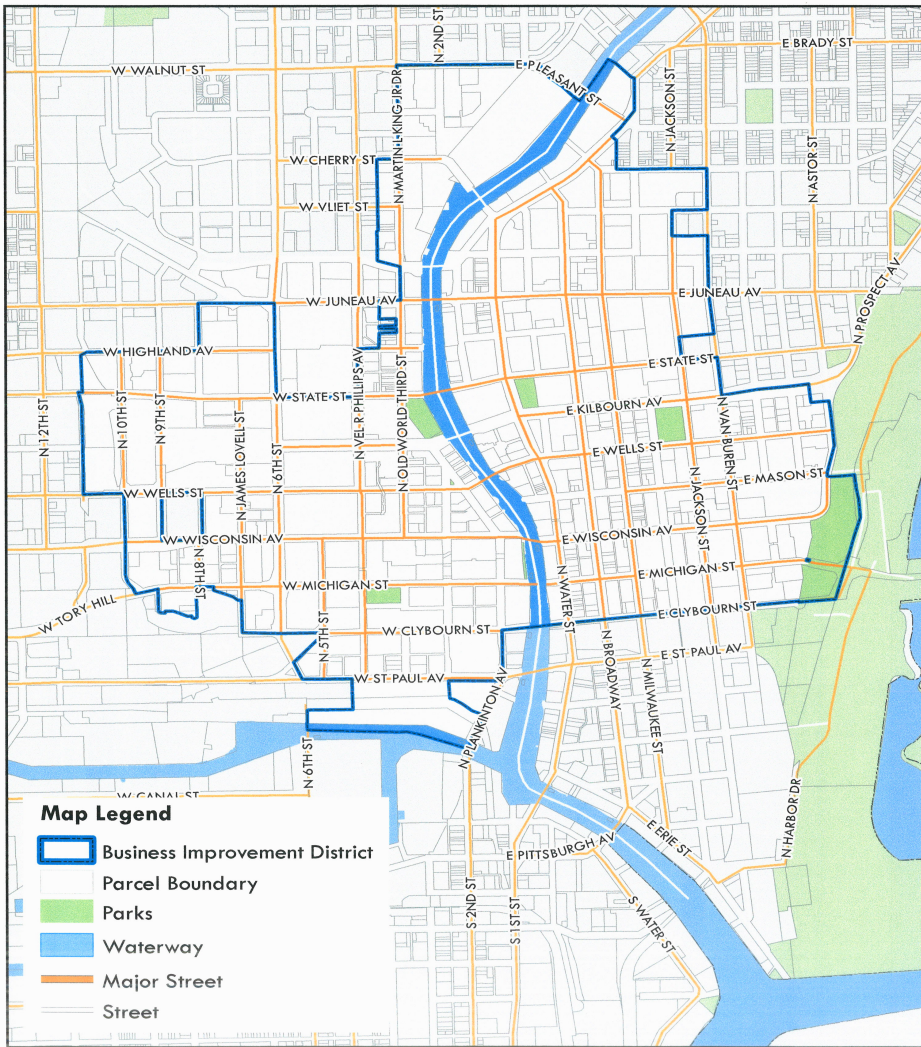
Exhibit A

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  
Sources: City of Milwaukee Information Technology Management Division;  
Dept. of City Development Commercial Corridors Team

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APPENDIX B  
TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

## **APPENDIX B**

### TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

<u>Monday, July 12, 2021</u> 10:00 a.m.	Pre-Proposal Conference via <u>ZOOM</u> Reinhart Boerner Van Deuren s.c. 1000 North Water Street, Suite 1700 Milwaukee, WI 53202	<div>Deleted: Tuesday</div> <div>Deleted: May 5</div> <div>Deleted: 09</div> <div>Formatted: Indent: Left: 2", First line: 0.5"</div>
Monday, <u>July 12, 2021</u> Noon	Request for Qualifications due to Deborah C. Tomczyk	<div>Deleted: May</div> <div>Deleted: 09</div>
<u>Monday, August 16, 2021</u> 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	<div>Deleted: Friday</div> <div>Deleted: May 22</div> <div>Deleted: 09</div>
<u>End of August, 2021</u> ▼	Selected Proposers make presentations to District Subcommittee	<div>Deleted: Wednesday, May 27, 2009</div> <div>Deleted: afternoon</div>
<u>September, 2021</u>	Proposer(s) selected/Agreement negotiated	<div>Deleted: June</div> <div>Deleted: 09</div>

APPENDIX C

| PROPOSED FORM OF AGREEMENT FOR SERVICES [FOR LANDSCAPING](#)

Exhibit A

Boundaries of Business Improvement District No. 21

AGREEMENT FOR SERVICES  
(Landscaping)

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

RECITALS

The Board and the Company acknowledge the following:

A. On or about June 14, 2021, the Board circulated a Request for Qualifications for its Landscape Program (the "RFQ") inviting third parties to submit their qualifications for the provision of seasonal landscaping services within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" objectives of the District, all as set forth in the District's initial operating plan adopted by resolution no. 70900 of the Common Council of the City of Milwaukee dated October 14, 1997. On or about \_\_\_\_\_, 2021, the Board solicited a responsive proposal from the Company to provide certain seasonal landscaping services set forth below and in the Company's proposals.

B. The Board and the Company now enter into this Agreement for Services (Landscaping) to specify the terms upon which the Company will provide certain seasonal landscaping to the District.

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) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners. The parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;

(b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;

(c) At the sole option of the chief executive officer of the District (the "CEO"), replacing some or all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.

(d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;



(e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;

(f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).

(g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;

(h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

## 2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the CEO. The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during any planting, pre-planting or holiday seasons and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

## 3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, flowers and plants necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all plantings and displays must be approved by the CEO prior to installation.**

(b) Plantings. The Company shall provide sufficient summer and fall flowers and plantings, as mutually acceptable to the Company and the CEO, to complete initial planting of publicly owned pots, planters (including, but not limited to, 24 bike planter units), tree wells, specified privately owned pots, hanging planters along the riverwalk system within the District Boundaries. In addition, during each season throughout the term of this Agreement, the Company agrees to provide, plant and service for the District up to an additional 15 percent of the initial number of flowers and plants planted pursuant to this Agreement to replace damaged or destroyed flowers and plants. Designs for the summer color, fall color and holiday decorations displays shall be subject to review and approval by the CEO. In the event that DPW provides flowers and plants to the District, at no cost to either the District or the Company, for planting of publicly owned pots, planters and tree wells in public rights of way within the District Boundaries, the Company shall discount its services

provided under this Agreement and reduce the costs charged to the District pursuant to Section 12 and Exhibit C below by the fair market value of any flowers and/or plants provided by DPW.

(c) Hanging Planters. The Company will make available for purchase, by individual property owners, the Milwaukee Riverwalk District, Inc. or the District, new hanging planters (similar in quality and design with hanging planters currently used along the riverwalk system) at the price of \$333.00 per hanging planter. Such price shall include all costs related to the purchase of the hanging planters and hardware (\$ ) and all costs related to the liners, soil, flowers, plantings and installation of a new hanging planter on an existing pole along the riverwalk system (\$ ).

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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, and (e) cyber-security 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 "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.

9. Repairing Damage. The Company shall, at its sole cost, promptly repair or replace any property damaged, carried 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing landscaping services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of landscaping operations shall be \$\_\_\_\_\_ in 2022, \$\_\_\_\_\_ in 2023 and \$\_\_\_\_\_ in 2024, as set forth on the payment schedule attached hereto as Exhibit C, which shall be the maximum annual costs to be paid by the Board to the Company for landscaping, provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement and provided that, at the CEO's sole option, the CEO may elect to have the Court of Honor landscaped in a manner similar to past years at an annual cost of \$\_\_\_\_\_ per year. Without specific written authorization of the CEO, the Company cannot exceed the total landscaping costs set forth in this Subsection. Any costs for landscaping incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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 the Company in the previous 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 fifteen 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.

(c) 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 providing landscaping services as described in the current operating plan of 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 provision of landscaping services to the District 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 provision of landscaping services to the District prepared by an independent certified public accountant. The

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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 percent or greater in the Company's accounting practices.

13. Company as Independent Contractor. Nothing in this Agreement shall be deemed or construed as creating 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States Registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

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To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

19. Successors and Assigns. The Board may assign its interest in this Agreement at any time, provided that it notifies the Company of such assignment within a reasonable time thereof. The Company may not assign its interest in this Agreement to any party, whether by operation of law or otherwise, without the prior written consent of the Board which may be withheld in the Board's sole discretion. The Company may not subcontract all or any portion of its obligations under this Agreement without the prior written consent of the Board which may be withheld in the Board's sole discretion. The covenants and agreement herein contained shall bind and inure to the benefit of the parties and their permitted successors and assigns.

BOARD OF BUSINESS IMPROVEMENT DISTRICT NO. 21

BY \_\_\_\_\_  
Joseph Ullrich, Chair  
\_\_\_\_\_

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BY \_\_\_\_\_  
Its \_\_\_\_\_

State of Wisconsin )  
 ) ss  
Milwaukee County )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Joseph Ullrich 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.

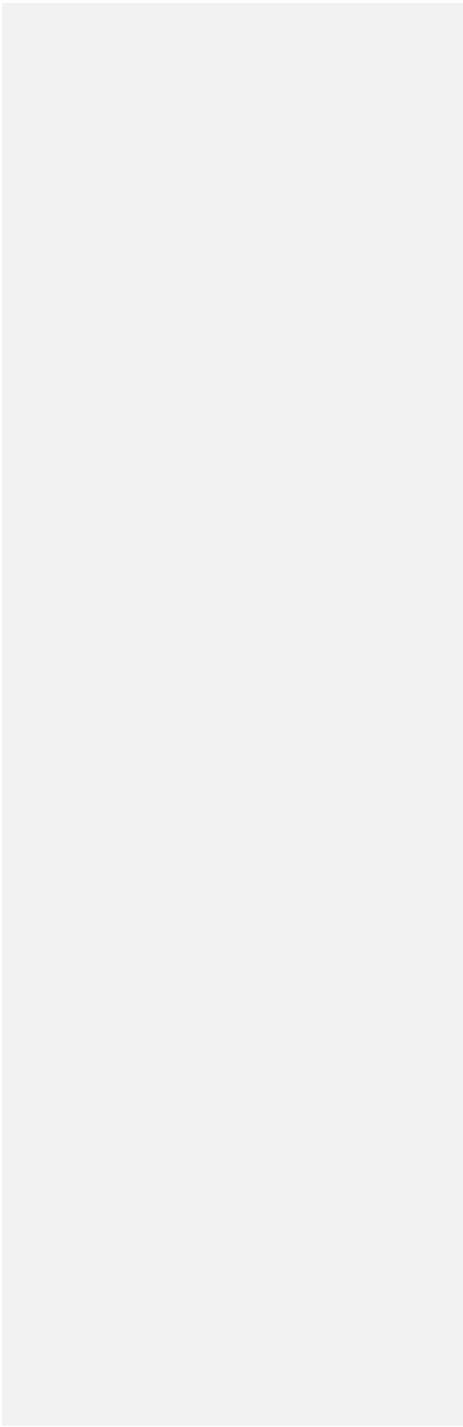
( \_\_\_\_\_ )  
 Notary Public, State of Wisconsin  
 My commission \_\_\_\_\_

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AUTHENTICATION

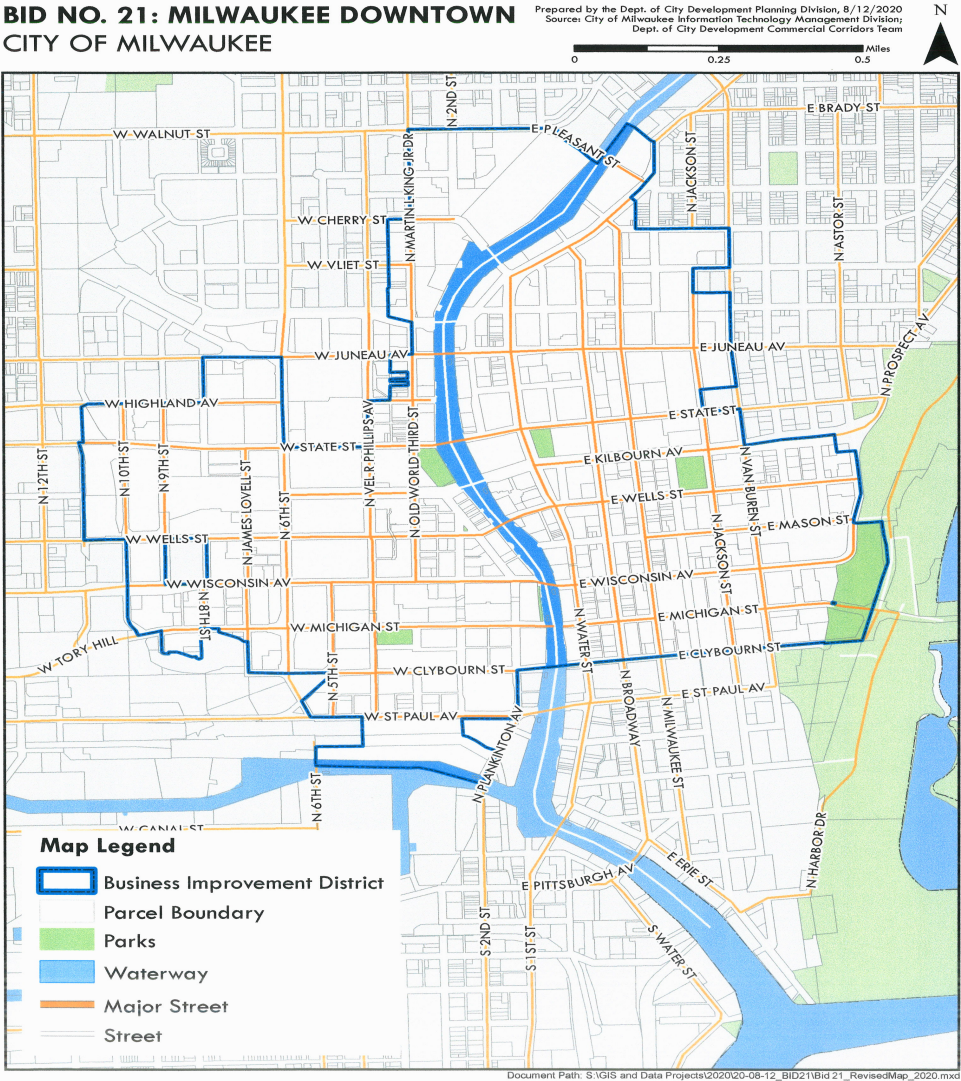
Signature of \_\_\_\_\_ authenticated  
on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Leborah C. Tomczyk



**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



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## EXHIBIT B

### Inventory of Landscape Bed/Planter/Container/Baskets

154 on-grade beds along Wisconsin Avenue, including 20 bike planter units

5 Bridge Planters

3 on Wells

2 on Wisconsin

11 planters at ASQ River Plaza

7 pots on Plankinton at Grand Avenue

18 pots on 2nd Street at Grand Avenue

8 on-grade beds for RACM between 4th and 5th on south side of Wisconsin Avenue.  
(NOTE: These 8 are included in the 154 total on Wisconsin Avenue. They are NOT 8  
additional beds.)

15 beds within the Court of Honor median on Wisconsin Avenue from 8th to 19th.

2 "landscape only" beds at 9th and Wisconsin. (Landscaping Maintenance Only . . . no  
color program.)

5 on-grade beds for City of Milwaukee at the library, on Wisconsin Avenue between 8th and  
9th Street. (NOTE: These 5 are included in the 154 total on Wisconsin Avenue. They are  
NOT 5 additional beds.)

10 planters at Schlitz Park Riverwalk

Old World Third Street area

35 on-grade Tree Beds

9 steel pots

8 pots at Kilbourn and 3rd (Calderone Club)

8 pots at 3rd and Wells

11 pots at area around 2nd/Wells/Plankinton

24 steel pots at Michigan and Plankinton

5 pots at Michigan and 3rd Street (Courtyard by Marriott)



[2 pots on Broadway at Wisconsin Avenue](#)

[2 pots on Broadway at Mason Street](#)

[1 pot on 3rd at Wisconsin Avenue](#)

[22 planters inset into the Riverwalk \(west side only\)](#)

[2 pots to be relocated to District Information Kiosk at 210 West Wisconsin Avenue](#)

[60 Hanging Baskets along Riverwalk](#)

[2 pots on 5th Street between St. Paul and Michigan at Stone Creek Coffee](#)

[3 street beds at 833 East Michigan](#)

[4 street beds on west side of Broadway, north of Wisconsin at 250 Plaza](#)

[3 pots on east side of Broadway, north of Michigan at 600-612 North Broadway](#)

APPENDIX D

PROPOSED FORM OF AGREEMENT FOR SERVICES  
FOR HOLIDAY STREET DECOR

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**AGREEMENT FOR SERVICES**  
**(Holiday Street Decor)**

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

**RECITALS**

The Board and the Company acknowledge the following:

A. In summer of 2012, the Board solicited proposals to provide holiday street decor within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" 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.

B. The Board and the Company now enter into this Agreement for Services (Holiday Street Decor) to specify the terms upon which the Company would provide certain holiday street decor installation services to the District.

**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) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the chief executive officer of the District or such other persons designated by the Board (collectively, the "CEO"). The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during the year end holiday season and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, and holiday street decor necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all holiday street decor must be approved by the CEO prior to installation.**

(b) Holiday Street Decor. The Company shall provide holiday street decor, as mutually acceptable to the Company and the CEO, to decorate Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each annual holiday season.

(c) Zeidler Park Holiday Lights Program. The Company shall continue to administer the Zeidler Park Holiday Decor and associated install/de-stall servicing consistent with past practice and as set forth on the attached Exhibit B.

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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; (d) employee dishonesty or blanket fidelity crime coverage; and (e) cyber-security 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.

9. 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing holiday decor services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of holiday decor operations shall be \$ \_\_\_\_\_ in 2021, \$ \_\_\_\_\_ in 2022 and \$ \_\_\_\_\_ in 2023, which shall be the maximum annual costs to be paid by the Board to the Company for holiday decor (including the Zeidler Park Holiday Lights Program), provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement. Without specific written authorization of the Board, the Company cannot exceed the total holiday decor costs set forth in this Subsection. Any costs for holiday decor incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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. 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 fifteen 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.

(c) 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 providing holiday decor services as described in the current operating plan of 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 provision of holiday decor services to the District 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 provision of holiday decor services to the District 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 percent or greater in the Company's accounting practices.

13. 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.



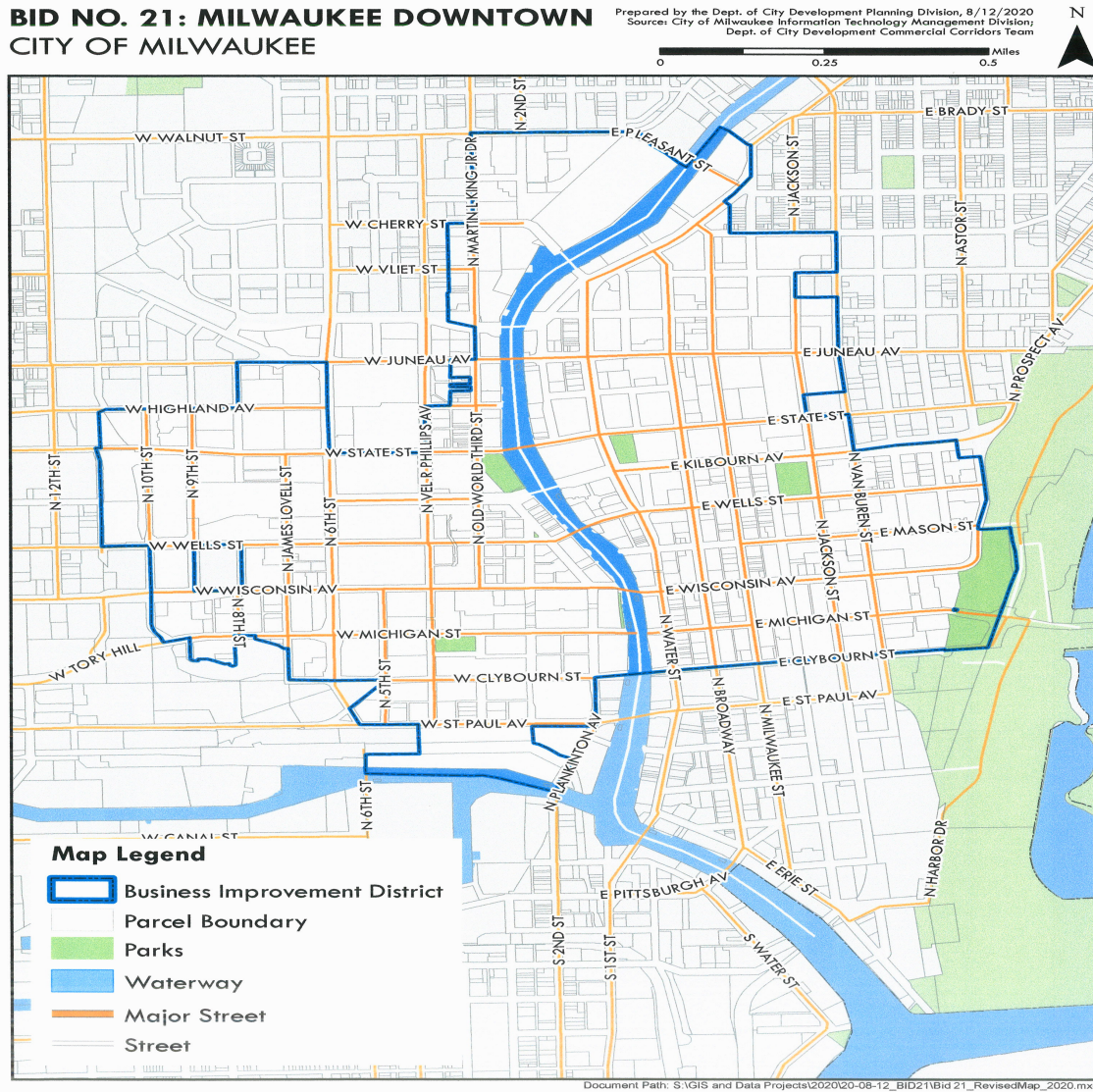


Exhibit A

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



|

APPENDIX [E](#)

CURRENT INVENTORY OF LANDSCAPED AREAS

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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 during Labor Costs**

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)
Landscape Equipment	\$_____(13)
Landscape 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)
<b><u>TOTALS</u></b>	
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)

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Page 27: [2] Deleted	Deborah C. Tomczyk	7/9/21 11:08:00 AM



MILWAUKEE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

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BID 21

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REQUEST FOR PROPOSALS

LANDSCAPE AND HOLIDAY STREET DECOR PROGRAMS

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July 12, 2021

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### APPENDICES

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D.	<a href="#">Proposed Form of Agreement for Services for Holiday Street Decor</a> .....	
E.	Current Inventory of Landscaped Areas .....	

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### EXHIBITS

A.	Staffing and Cost Analysis Form
B.	Job Classifications and Pay Rates
C.	Equipment Schedule
D.	Annual Costs of Operations and Company Fee

## A. REQUEST FOR PROPOSALS

### I. DEFINITIONS

1. "The District" shall refer to the Milwaukee Downtown Business Improvement District 21 of the City of Milwaukee (see Appendix A for the boundaries of the District).
2. "Landscape Program" shall refer to all aspects of administering, managing and providing the District's Landscape Program, as outlined in this document and all supporting Appendices and Exhibits.
3. "Holiday Street Decor Program" shall refer to all aspects of administering, managing and providing the District's Holiday Street Decor Program, as described in this document and all supporting Appendices and Exhibits.
4. "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.
5. "Company" shall refer to that party selected by the District to provide the services set forth herein.
6. "Agreement" shall refer to the contract to be executed between the Company and the District in accordance with these specifications (including the form of Agreements for Services attached hereto as Appendices C and D) and the Company's proposal submitted and accepted by the District, each of which shall be incorporated into the terms of the Agreement.
7. "Work" shall refer to the landscaping tasks specified in Appendices C and D, performed by the Company, its employees and subcontractors, if any.
8. "Change Order" shall refer to any modification to the Agreement signed by the Company and the District.
9. "Costs of Operation" shall refer to all costs and expenses, approved by the District, of managing and operating the Landscape Program and/or the Holiday Street Decor 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, supplies, equipment, transportation, insurance coverage, storage space and the furnishing, cleaning, maintenance and replacement of uniforms.

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## II. BACKGROUND

The mission of the District is "to lead and inspire believers in Milwaukee to engage in efforts that build Downtown as the thriving, sustainable, innovative and vibrant heart of the community". The District's vision is "to be an economic catalyst. . ." causing Downtown to emerge as a premier destination of choice and Milwaukee to become a renowned world-class region.

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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. 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 landscape and holiday street decor services under new Agreements as of January 1, 2022.

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## III. THE OPPORTUNITY

### A. Introduction

The District seeks to enter into Agreement(s) with the successful Proposer(s) to operate the Landscape Program and the Holiday Street Decor Program comprised of landscape and holiday street decor services within the boundaries of the District as outlined in the form of Agreements attached hereto as Appendices C and D. 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. A previous inventory of areas landscaped and maintained by the District in the past is attached hereto as Appendix E. However, the Proposer should undertake its own inventory of current conditions. The Agreement will specify the approximate landscape services to be provided as mutually agreed by the District and the successful Proposer.

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Through this Request for Proposals, the District is seeking: a) statements of qualifications from experienced companies which can provide a full complement of landscaping and/or holiday street decor services, b) detailed proposals for the operation of a proposed landscape and/or holiday street decor program and c) evidence that the Company will advance the philosophical goals of the District's clean, safe and friendly objectives.

## **B. Services**

The services to be provided by the successful Proposer(s) to implement a Landscape Program and a Holiday Street Decor Program pursuant to the terms of the Agreements shall include the following:

### LANDSCAPE PROGRAM

- (a) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners (the parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;
- (b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;
- (c) At the sole option of the CEO of the District, replacing some or all summer flowers and plants pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.
- (d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;
- (e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;
- (f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).
- (g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;
- (h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

**ALL PLANTINGS AND DISPLAYS MUST BE APPROVED BY THE DISTRICT'S CEO PRIOR TO INSTALLATION.**

#### HOLIDAY STREET DECOR PROGRAM

(a) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

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 Landscape Program and/or the Holiday Street Décor 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 Landscape Program and the Holiday Street Decor Program, and shall meet weekly with the Company during the seasons in which landscape and/or holiday street decor services are to be provided. 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 friendly goals.

The District has one central office/headquarters. The Company's Operations Manager shall serve as the Director of the 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

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**Deleted:** (a) → Initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all publicly owned pots, planters and tree wells in public rights of way within the District, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners; ¶

→ (b) → Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District; ¶

→ (c) → At the sole option of the District, replacing all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate; ¶

→ (d) → Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of the Agreement and in no event less than twice per week throughout each season; ¶

→ (e) → Daily monitoring and maintenance of all flower displays within the District through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate; ¶

→ (f) → Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the State Street Bridge; ¶

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in or adjacent to the District for the storage and maintenance of all equipment and materials and for the mobilization of employees required by either Program.

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The District will also enter into contracts for a Public Service Ambassador Program and a Clean Sweep Ambassador 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 Landscape 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 pre-proposal conference was held on Monday, July 12, 2021 at 10:00 a.m. via ZOOM.

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#### B) Pre-Qualification Phase

The District considered proposals submitted July 12, 2021 by all interested Proposers that demonstrated basic qualifications to manage and operate the Landscape Program and/or Holiday Street Decor Program.

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#### C) Proposals

The District is now requesting 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 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 are due in the office of

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

on Monday, August 16, 2021 no later than noon. The District reserves the right to reject any proposal received after that time.

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3. Submission of Proposal:

- a. All proposals shall be submitted electronically and with two (2) hard copies.
- 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 the District prior to the final selection of the Company.

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(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 friendly.
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 Landscape Program [and/or the Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#).
11. Letters of recommendation from owners of properties served by the Proposer and other appropriate parties attesting to the Proposers and proposed Operations Manager's ability and competence in the operation and management of landscape [and holiday street decor](#) programs.
12. A statement indicating the Proposers 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.

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14. The District, in consultation with the Company, will specify for 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.

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(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 Landscape Program [and/or Holiday Street Decor 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 friendly 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, 2022, and terminating on December 31, 2024, which may, by mutual consent, be extended for additional terms of one (1)

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year each. The District reserves the right to terminate the Agreement(s) without cause upon thirty (30) days written notice.

In any such extension of any 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.

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## VII. COMPENSATION OF COMPANY

Compensation of the Company for the management and operation of the Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor Program, and to operate the Landscape Program and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#), including but not limited to the following:

A. Operations

1. The Company will be responsible for the provision of the comprehensive Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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 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 friendly 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 friendly objectives of the District.

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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 Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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
- [Cyber Security Coverage](#)

Each of the above (except statutory workers' compensation coverage) shall have limits of at least \$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 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(s), 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.

APPENDIX A  
DISTRICT MAP

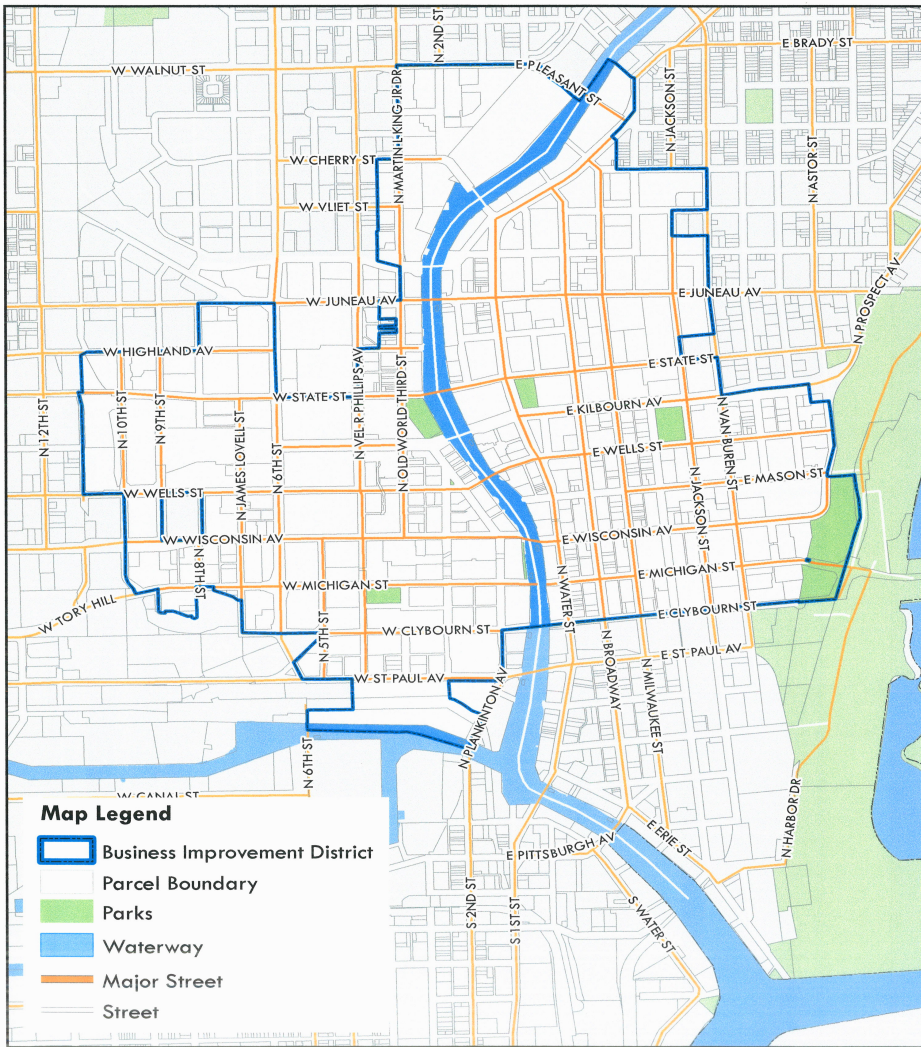
Exhibit A

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  
Sources: City of Milwaukee Information Technology Management Division;  
Dept. of City Development Commercial Corridors Team

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APPENDIX B  
TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

## **APPENDIX B**

### TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

<u>Monday, July 12, 2021</u> 10:00 a.m.	Pre-Proposal Conference via <u>ZOOM</u> Reinhart Boerner Van Deuren s.c. 1000 North Water Street, Suite 1700 Milwaukee, WI 53202	<div>Deleted: Tuesday</div> <div>Deleted: May 5</div> <div>Deleted: 09</div> <div>Formatted: Indent: Left: 2", First line: 0.5"</div>
Monday, <u>July 12, 2021</u> Noon	Request for Qualifications due to Deborah C. Tomczyk	<div>Deleted: May</div> <div>Deleted: 09</div>
<u>Monday, August 16, 2021</u> 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	<div>Deleted: Friday</div> <div>Deleted: May 22</div> <div>Deleted: 09</div>
<u>End of August, 2021</u> ▼	Selected Proposers make presentations to District Subcommittee	<div>Deleted: Wednesday, May 27, 2009</div> <div>Deleted: afternoon</div>
<u>September, 2021</u>	Proposer(s) selected/Agreement negotiated	<div>Deleted: June</div> <div>Deleted: 09</div>

APPENDIX C

| PROPOSED FORM OF AGREEMENT FOR SERVICES [FOR LANDSCAPING](#)

Exhibit A

Boundaries of Business Improvement District No. 21

AGREEMENT FOR SERVICES  
(Landscaping)

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

RECITALS

The Board and the Company acknowledge the following:

A. On or about June 14, 2021, the Board circulated a Request for Qualifications for its Landscape Program (the "RFQ") inviting third parties to submit their qualifications for the provision of seasonal landscaping services within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" objectives of the District, all as set forth in the District's initial operating plan adopted by resolution no. 70900 of the Common Council of the City of Milwaukee dated October 14, 1997. On or about \_\_\_\_\_, 2021, the Board solicited a responsive proposal from the Company to provide certain seasonal landscaping services set forth below and in the Company's proposals.

B. The Board and the Company now enter into this Agreement for Services (Landscaping) to specify the terms upon which the Company will provide certain seasonal landscaping to the District.

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) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners. The parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;

(b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;

(c) At the sole option of the chief executive officer of the District (the "CEO"), replacing some or all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.

(d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;

(e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;

(f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).

(g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;

(h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

## 2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the CEO. The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during any planting, pre-planting or holiday seasons and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

## 3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, flowers and plants necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all plantings and displays must be approved by the CEO prior to installation.**

(b) Plantings. The Company shall provide sufficient summer and fall flowers and plantings, as mutually acceptable to the Company and the CEO, to complete initial planting of publicly owned pots, planters (including, but not limited to, 24 bike planter units), tree wells, specified privately owned pots, hanging planters along the riverwalk system within the District Boundaries. In addition, during each season throughout the term of this Agreement, the Company agrees to provide, plant and service for the District up to an additional 15 percent of the initial number of flowers and plants planted pursuant to this Agreement to replace damaged or destroyed flowers and plants. Designs for the summer color, fall color and holiday decorations displays shall be subject to review and approval by the CEO. In the event that DPW provides flowers and plants to the District, at no cost to either the District or the Company, for planting of publicly owned pots, planters and tree wells in public rights of way within the District Boundaries, the Company shall discount its services

provided under this Agreement and reduce the costs charged to the District pursuant to Section 12 and Exhibit C below by the fair market value of any flowers and/or plants provided by DPW.

(c) Hanging Planters. The Company will make available for purchase, by individual property owners, the Milwaukee Riverwalk District, Inc. or the District, new hanging planters (similar in quality and design with hanging planters currently used along the riverwalk system) at the price of \$333.00 per hanging planter. Such price shall include all costs related to the purchase of the hanging planters and hardware (\$ ) and all costs related to the liners, soil, flowers, plantings and installation of a new hanging planter on an existing pole along the riverwalk system (\$ ).

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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, and (e) cyber-security 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 "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.

9. Repairing Damage. The Company shall, at its sole cost, promptly repair or replace any property damaged, carried 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing landscaping services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of landscaping operations shall be \$\_\_\_\_\_ in 2022, \$\_\_\_\_\_ in 2023 and \$\_\_\_\_\_ in 2024, as set forth on the payment schedule attached hereto as Exhibit C, which shall be the maximum annual costs to be paid by the Board to the Company for landscaping, provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement and provided that, at the CEO's sole option, the CEO may elect to have the Court of Honor landscaped in a manner similar to past years at an annual cost of \$\_\_\_\_\_ per year. Without specific written authorization of the CEO, the Company cannot exceed the total landscaping costs set forth in this Subsection. Any costs for landscaping incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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 the Company in the previous 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 fifteen 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.

(c) 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 providing landscaping services as described in the current operating plan of 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 provision of landscaping services to the District 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 provision of landscaping services to the District prepared by an independent certified public accountant. The

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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 percent or greater in the Company's accounting practices.

13. Company as Independent Contractor. Nothing in this Agreement shall be deemed or construed as creating 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

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To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

19. Successors and Assigns. The Board may assign its interest in this Agreement at any time, provided that it notifies the Company of such assignment within a reasonable time thereof. The Company may not assign its interest in this Agreement to any party, whether by operation of law or otherwise, without the prior written consent of the Board which may be withheld in the Board's sole discretion. The Company may not subcontract all or any portion of its obligations under this Agreement without the prior written consent of the Board which may be withheld in the Board's sole discretion. The covenants and agreement herein contained shall bind and inure to the benefit of the parties and their permitted successors and assigns.

BOARD OF BUSINESS IMPROVEMENT DISTRICT NO. 21

BY \_\_\_\_\_  
Joseph Ullrich, Chair

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BY \_\_\_\_\_  
Its \_\_\_\_\_

State of Wisconsin )  
 ) ss  
Milwaukee County )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Joseph Ullrich 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.

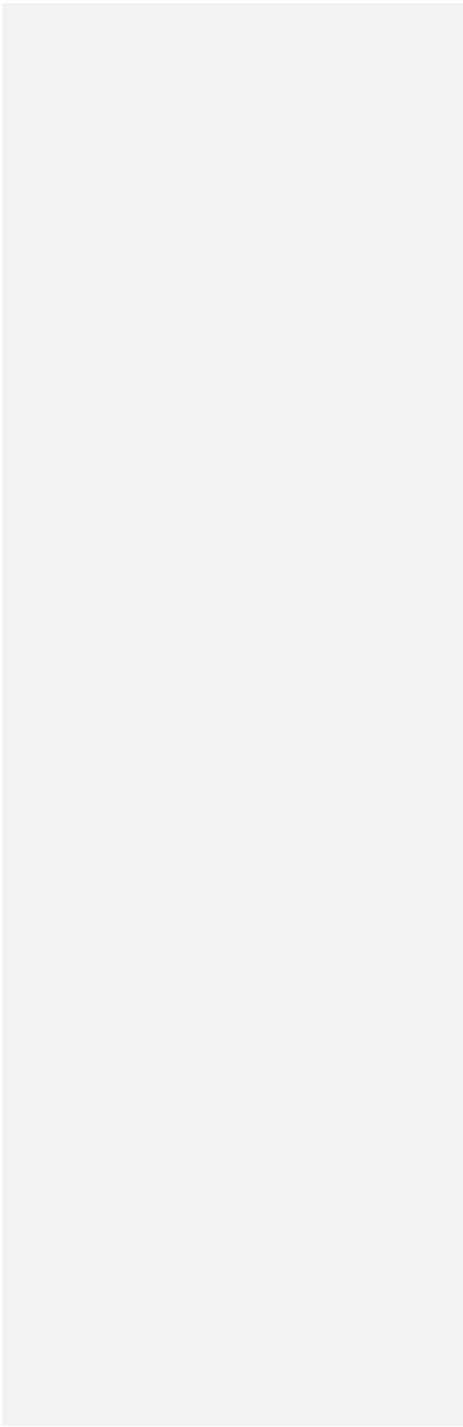
( \_\_\_\_\_ )  
 Notary Public, State of Wisconsin  
 My commission \_\_\_\_\_

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AUTHENTICATION

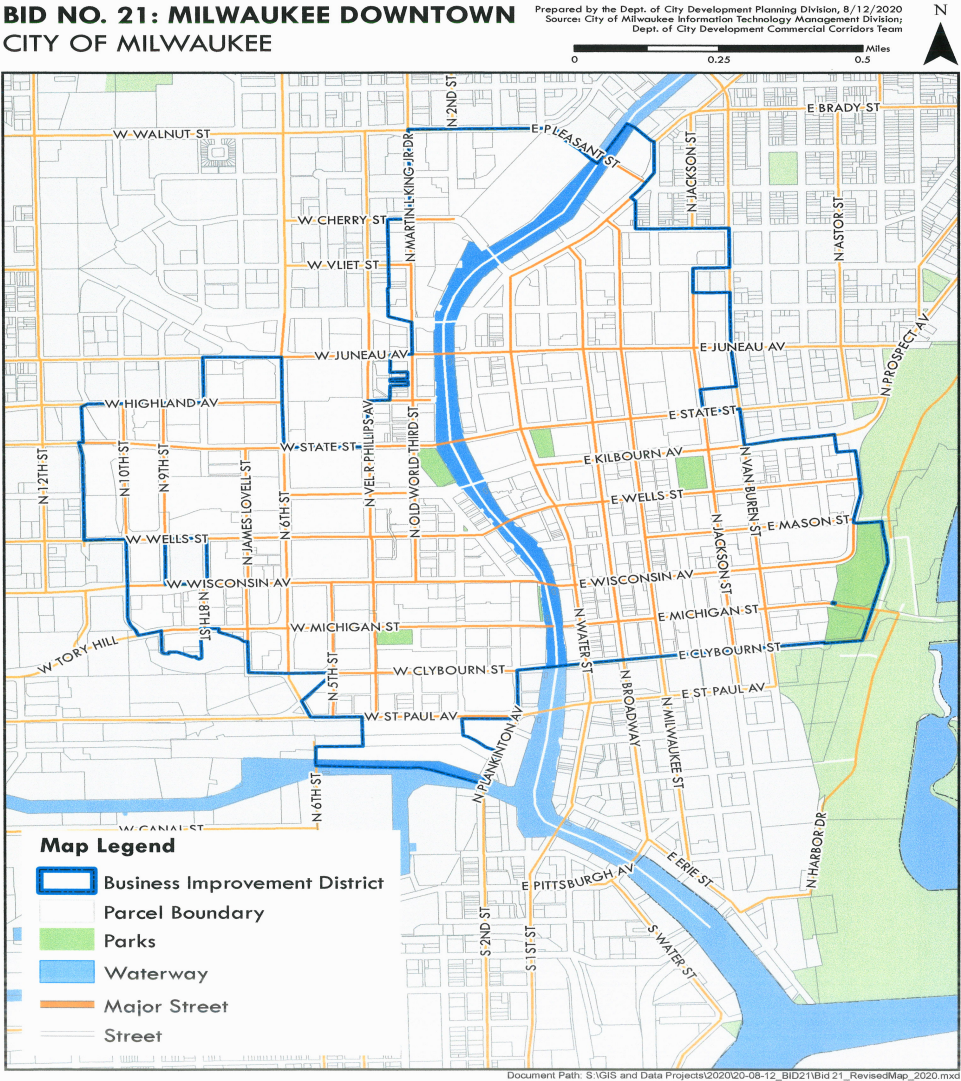
Signature of \_\_\_\_\_ authenticated  
on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Leborah C. Tomczyk



**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



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## EXHIBIT B

### Inventory of Landscape Bed/Planter/Container/Baskets

154 on-grade beds along Wisconsin Avenue, including 20 bike planter units

5 Bridge Planters

3 on Wells

2 on Wisconsin

11 planters at ASQ River Plaza

7 pots on Plankinton at Grand Avenue

18 pots on 2nd Street at Grand Avenue

8 on-grade beds for RACM between 4th and 5th on south side of Wisconsin Avenue.  
(NOTE: These 8 are included in the 154 total on Wisconsin Avenue. They are NOT 8  
additional beds.)

15 beds within the Court of Honor median on Wisconsin Avenue from 8th to 19th.

2 "landscape only" beds at 9th and Wisconsin. (Landscaping Maintenance Only . . . no  
color program.)

5 on-grade beds for City of Milwaukee at the library, on Wisconsin Avenue between 8th and  
9th Street. (NOTE: These 5 are included in the 154 total on Wisconsin Avenue. They are  
NOT 5 additional beds.)

10 planters at Schlitz Park Riverwalk

Old World Third Street area

35 on-grade Tree Beds

9 steel pots

8 pots at Kilbourn and 3rd (Calderone Club)

8 pots at 3rd and Wells

11 pots at area around 2nd/Wells/Plankinton

24 steel pots at Michigan and Plankinton

5 pots at Michigan and 3rd Street (Courtyard by Marriott)

[2 pots on Broadway at Wisconsin Avenue](#)

[2 pots on Broadway at Mason Street](#)

[1 pot on 3rd at Wisconsin Avenue](#)

[22 planters inset into the Riverwalk \(west side only\)](#)

[2 pots to be relocated to District Information Kiosk at 210 West Wisconsin Avenue](#)

[60 Hanging Baskets along Riverwalk](#)

[2 pots on 5th Street between St. Paul and Michigan at Stone Creek Coffee](#)

[3 street beds at 833 East Michigan](#)

[4 street beds on west side of Broadway, north of Wisconsin at 250 Plaza](#)

[3 pots on east side of Broadway, north of Michigan at 600-612 North Broadway](#)

APPENDIX D

PROPOSED FORM OF AGREEMENT FOR SERVICES  
FOR HOLIDAY STREET DECOR

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**AGREEMENT FOR SERVICES**  
**(Holiday Street Decor)**

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

**RECITALS**

The Board and the Company acknowledge the following:

A. In summer of 2012, the Board solicited proposals to provide holiday street decor within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" 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.

B. The Board and the Company now enter into this Agreement for Services (Holiday Street Decor) to specify the terms upon which the Company would provide certain holiday street decor installation services to the District.

**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) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the chief executive officer of the District or such other persons designated by the Board (collectively, the "CEO"). The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during the year end holiday season and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, and holiday street decor necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all holiday street decor must be approved by the CEO prior to installation.**

(b) Holiday Street Decor. The Company shall provide holiday street decor, as mutually acceptable to the Company and the CEO, to decorate Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each annual holiday season.

(c) Zeidler Park Holiday Lights Program. The Company shall continue to administer the Zeidler Park Holiday Decor and associated install/de-stall servicing consistent with past practice and as set forth on the attached Exhibit B.

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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; (d) employee dishonesty or blanket fidelity crime coverage; and (e) cyber-security 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.

9. 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing holiday decor services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of holiday decor operations shall be \$ \_\_\_\_\_ in 2021, \$ \_\_\_\_\_ in 2022 and \$ \_\_\_\_\_ in 2023, which shall be the maximum annual costs to be paid by the Board to the Company for holiday decor (including the Zeidler Park Holiday Lights Program), provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement. Without specific written authorization of the Board, the Company cannot exceed the total holiday decor costs set forth in this Subsection. Any costs for holiday decor incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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. 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 fifteen 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.

(c) 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 providing holiday decor services as described in the current operating plan of 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 provision of holiday decor services to the District 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 provision of holiday decor services to the District 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 percent or greater in the Company's accounting practices.

13. 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

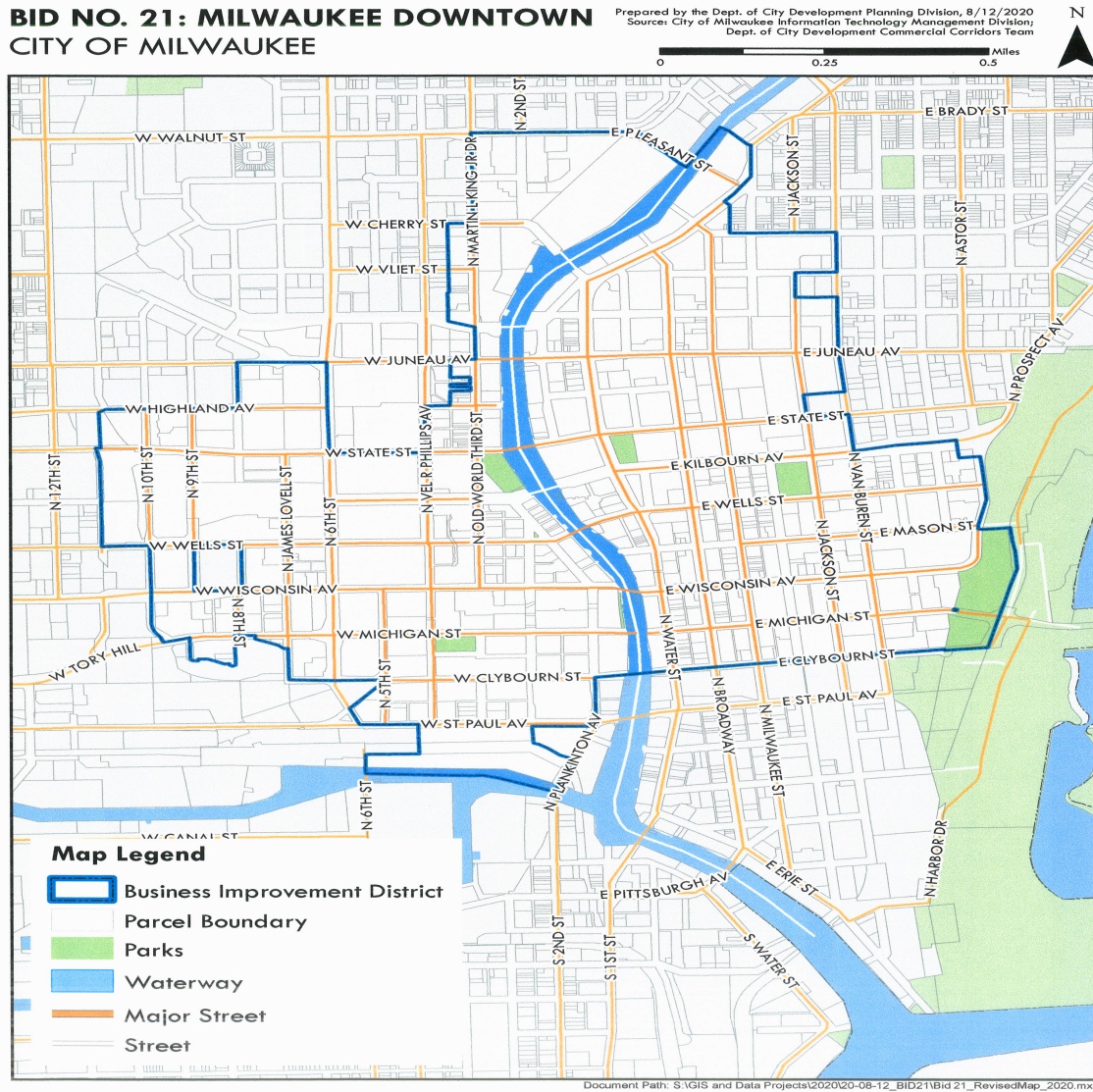


Exhibit A

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



|

APPENDIX [E](#)

CURRENT INVENTORY OF LANDSCAPED AREAS

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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 during Labor Costs**

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)
Landscape Equipment	\$_____(13)
Landscape 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)
<b><u>TOTALS</u></b>	
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)

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Page 27: [2] Deleted	Deborah C. Tomczyk	7/9/21 11:08:00 AM

MILWAUKEE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

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BID 21

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REQUEST FOR PROPOSALS

LANDSCAPE AND HOLIDAY STREET DECOR PROGRAMS

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July 12, 2021

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### EXHIBITS

A.	Staffing and Cost Analysis Form
B.	Job Classifications and Pay Rates
C.	Equipment Schedule
D.	Annual Costs of Operations and Company Fee

## A. REQUEST FOR PROPOSALS

### I. DEFINITIONS

1. "The District" shall refer to the Milwaukee Downtown Business Improvement District 21 of the City of Milwaukee (see Appendix A for the boundaries of the District).

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2. "Landscape Program" shall refer to all aspects of administering, managing and providing the District's Landscape Program, as outlined in this document and all supporting Appendices and Exhibits.

3. "Holiday Street Decor Program" shall refer to all aspects of administering, managing and providing the District's Holiday Street Decor Program, as described in this document and all supporting Appendices and Exhibits.

4. "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.

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5. "Company" shall refer to that party selected by the District to provide the services set forth herein.

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6. "Agreement" shall refer to the contract to be executed between the Company and the District in accordance with these specifications (including the form of Agreements for Services attached hereto as Appendices C and D) and the Company's proposal submitted and accepted by the District, each of which shall be incorporated into the terms of the Agreement.

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7. "Work" shall refer to the landscaping tasks specified in Appendices C and D, performed by the Company, its employees and subcontractors, if any.

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8. "Change Order" shall refer to any modification to the Agreement signed by the Company and the District.

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9. "Costs of Operation" shall refer to all costs and expenses, approved by the District, of managing and operating the Landscape Program and/or the Holiday Street Decor 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, supplies, equipment, transportation, insurance coverage, storage space and the furnishing, cleaning, maintenance and replacement of uniforms.

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## II. BACKGROUND

The mission of the District is "to lead and inspire believers in Milwaukee to engage in efforts that build Downtown as the thriving, sustainable, innovative and vibrant heart of the community". The District's vision is "to be an economic catalyst. . ." causing Downtown to emerge as a premier destination of choice and Milwaukee to become a renowned world-class region.

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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. 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 landscape and holiday street decor services under new Agreements as of January 1, 2022.

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## III. THE OPPORTUNITY

### A. Introduction

The District seeks to enter into Agreement(s) with the successful Proposer(s) to operate the Landscape Program and the Holiday Street Decor Program comprised of landscape and holiday street decor services within the boundaries of the District as outlined in the form of Agreements attached hereto as Appendices C and D. 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. A previous inventory of areas landscaped and maintained by the District in the past is attached hereto as Appendix E. However, the Proposer should undertake its own inventory of current conditions. The Agreement will specify the approximate landscape services to be provided as mutually agreed by the District and the successful Proposer.

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Through this Request for Proposals, the District is seeking: a) statements of qualifications from experienced companies which can provide a full complement of landscaping and/or holiday street decor services, b) detailed proposals for the operation of a proposed landscape and/or holiday street decor program and c) evidence that the Company will advance the philosophical goals of the District's clean, safe and friendly objectives.



## **B. Services**

The services to be provided by the successful Proposer(s) to implement a Landscape Program and a Holiday Street Decor Program pursuant to the terms of the Agreements shall include the following:

### LANDSCAPE PROGRAM

- (a) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners (the parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;
- (b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;
- (c) At the sole option of the CEO of the District, replacing some or all summer flowers and plants pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.
- (d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;
- (e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;
- (f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).
- (g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;
- (h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

**ALL PLANTINGS AND DISPLAYS MUST BE APPROVED BY THE DISTRICT'S CEO PRIOR TO INSTALLATION.**

#### HOLIDAY STREET DECOR PROGRAM

(a) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

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 Landscape Program and/or the Holiday Street Décor 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 Landscape Program and the Holiday Street Decor Program, and shall meet weekly with the Company during the seasons in which landscape and/or holiday street decor services are to be provided. 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 friendly goals.

The District has one central office/headquarters. The Company's Operations Manager shall serve as the Director of the 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

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**Deleted:** (a) → Initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all publicly owned pots, planters and tree wells in public rights of way within the District, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners; ¶

→ (b) → Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District; ¶

→ (c) → At the sole option of the District, replacing all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate; ¶

→ (d) → Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of the Agreement and in no event less than twice per week throughout each season; ¶

→ (e) → Daily monitoring and maintenance of all flower displays within the District through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate; ¶

→ (f) → Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the State Street Bridge; ¶

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in or adjacent to the District for the storage and maintenance of all equipment and materials and for the mobilization of employees required by either Program.

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The District will also enter into contracts for a Public Service Ambassador Program and a Clean Sweep Ambassador 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 Landscape 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 pre-proposal conference was held on Monday, July 12, 2021 at 10:00 a.m. via ZOOM.

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#### B) Pre-Qualification Phase

The District considered proposals submitted July 12, 2021 by all interested Proposers that demonstrated basic qualifications to manage and operate the Landscape Program and/or Holiday Street Decor Program.

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#### C) Proposals

The District is now requesting 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 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 are due in the office of

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

on Monday, August 16, 2021 no later than noon. The District reserves the right to reject any proposal received after that time.

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3. Submission of Proposal:

- a. All proposals shall be submitted electronically and with two (2) hard copies.
- 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 the District prior to the final selection of the Company.

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(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 friendly.
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 Landscape Program [and/or the Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#).
11. Letters of recommendation from owners of properties served by the Proposer and other appropriate parties attesting to the Proposers and proposed Operations Manager's ability and competence in the operation and management of landscape [and holiday street decor](#) programs.
12. A statement indicating the Proposers 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.

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14. The District, in consultation with the Company, will specify for 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.

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(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 Landscape Program [and/or Holiday Street Decor 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 friendly 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, 2022, and terminating on December 31, 2024, which may, by mutual consent, be extended for additional terms of one (1)

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year each. The District reserves the right to terminate the Agreement(s) without cause upon thirty (30) days written notice.

In any such extension of any 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.

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## VII. COMPENSATION OF COMPANY

Compensation of the Company for the management and operation of the Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor Program, and to operate the Landscape Program and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#), including but not limited to the following:

A. Operations

1. The Company will be responsible for the provision of the comprehensive Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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 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 friendly 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 friendly objectives of the District.

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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 Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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
- [Cyber Security Coverage](#)

Each of the above (except statutory workers' compensation coverage) shall have limits of at least \$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 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(s), 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.

APPENDIX A  
DISTRICT MAP

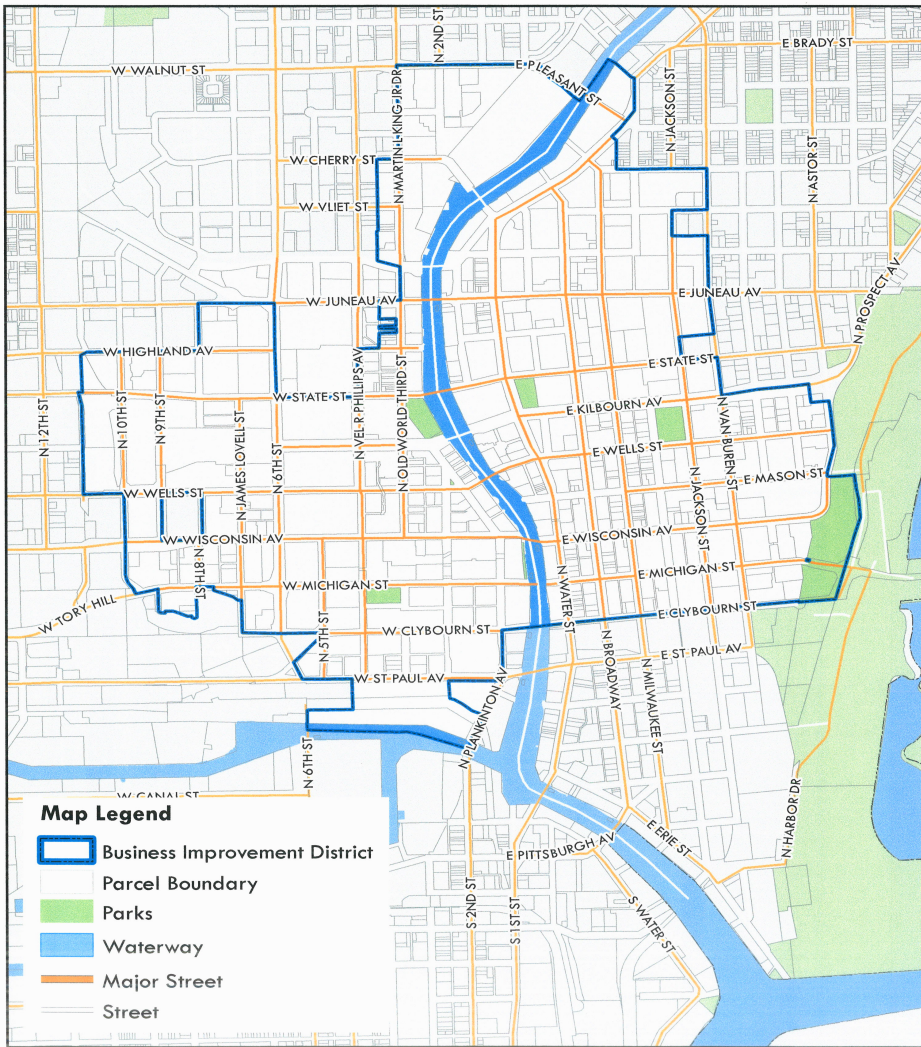
Exhibit A

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  
Sources: City of Milwaukee Information Technology Management Division;  
Dept. of City Development Commercial Corridors Team

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APPENDIX B  
TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

## **APPENDIX B**

### **TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS**

<u>Monday, July 12, 2021</u> 10:00 a.m.	Pre-Proposal Conference via <b>ZOOM</b> Reinhart Boerner Van Deuren s.c. 1000 North Water Street, Suite 1700 Milwaukee, WI 53202	<div>Deleted: Tuesday</div> <div>Deleted: May 5</div> <div>Deleted: 09</div> <div>Formatted: Indent: Left: 2", First line: 0.5"</div>
Monday, <u>July 12, 2021</u> Noon	Request for Qualifications due to Deborah C. Tomczyk	<div>Deleted: May</div> <div>Deleted: 09</div>
<u>Monday, August 16, 2021</u> 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	<div>Deleted: Friday</div> <div>Deleted: May 22</div> <div>Deleted: 09</div>
<u>End of August, 2021</u> ▼	Selected Proposers make presentations to District Subcommittee	<div>Deleted: Wednesday, May 27, 2009</div> <div>Deleted: afternoon</div>
<u>September, 2021</u>	Proposer(s) selected/Agreement negotiated	<div>Deleted: June</div> <div>Deleted: 09</div>

APPENDIX C

| PROPOSED FORM OF AGREEMENT FOR SERVICES [FOR LANDSCAPING](#)

Exhibit A

Boundaries of Business Improvement District No. 21

AGREEMENT FOR SERVICES  
(Landscaping)

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

RECITALS

The Board and the Company acknowledge the following:

A. On or about June 14, 2021, the Board circulated a Request for Qualifications for its Landscape Program (the "RFQ") inviting third parties to submit their qualifications for the provision of seasonal landscaping services within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" objectives of the District, all as set forth in the District's initial operating plan adopted by resolution no. 70900 of the Common Council of the City of Milwaukee dated October 14, 1997. On or about \_\_\_\_\_, 2021, the Board solicited a responsive proposal from the Company to provide certain seasonal landscaping services set forth below and in the Company's proposals.

B. The Board and the Company now enter into this Agreement for Services (Landscaping) to specify the terms upon which the Company will provide certain seasonal landscaping to the District.

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) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners. The parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;

(b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;

(c) At the sole option of the chief executive officer of the District (the "CEO"), replacing some or all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.

(d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;



(e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;

(f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).

(g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;

(h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

## 2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the CEO. The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during any planting, pre-planting or holiday seasons and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

## 3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, flowers and plants necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all plantings and displays must be approved by the CEO prior to installation.**

(b) Plantings. The Company shall provide sufficient summer and fall flowers and plantings, as mutually acceptable to the Company and the CEO, to complete initial planting of publicly owned pots, planters (including, but not limited to, 24 bike planter units), tree wells, specified privately owned pots, hanging planters along the riverwalk system within the District Boundaries. In addition, during each season throughout the term of this Agreement, the Company agrees to provide, plant and service for the District up to an additional 15 percent of the initial number of flowers and plants planted pursuant to this Agreement to replace damaged or destroyed flowers and plants. Designs for the summer color, fall color and holiday decorations displays shall be subject to review and approval by the CEO. In the event that DPW provides flowers and plants to the District, at no cost to either the District or the Company, for planting of publicly owned pots, planters and tree wells in public rights of way within the District Boundaries, the Company shall discount its services

provided under this Agreement and reduce the costs charged to the District pursuant to Section 12 and Exhibit C below by the fair market value of any flowers and/or plants provided by DPW.

(c) Hanging Planters. The Company will make available for purchase, by individual property owners, the Milwaukee Riverwalk District, Inc. or the District, new hanging planters (similar in quality and design with hanging planters currently used along the riverwalk system) at the price of \$333.00 per hanging planter. Such price shall include all costs related to the purchase of the hanging planters and hardware (\$ ) and all costs related to the liners, soil, flowers, plantings and installation of a new hanging planter on an existing pole along the riverwalk system (\$ ).

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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, and (e) cyber-security 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 "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.

9. Repairing Damage. The Company shall, at its sole cost, promptly repair or replace any property damaged, carried 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing landscaping services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of landscaping operations shall be \$\_\_\_\_\_ in 2022, \$\_\_\_\_\_ in 2023 and \$\_\_\_\_\_ in 2024, as set forth on the payment schedule attached hereto as Exhibit C, which shall be the maximum annual costs to be paid by the Board to the Company for landscaping, provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement and provided that, at the CEO's sole option, the CEO may elect to have the Court of Honor landscaped in a manner similar to past years at an annual cost of \$\_\_\_\_\_ per year. Without specific written authorization of the CEO, the Company cannot exceed the total landscaping costs set forth in this Subsection. Any costs for landscaping incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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 the Company in the previous 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 fifteen 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.

(c) 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 providing landscaping services as described in the current operating plan of 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 provision of landscaping services to the District 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 provision of landscaping services to the District prepared by an independent certified public accountant. The

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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 percent or greater in the Company's accounting practices.

13. Company as Independent Contractor. Nothing in this Agreement shall be deemed or construed as creating 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States Registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

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To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

19. Successors and Assigns. The Board may assign its interest in this Agreement at any time, provided that it notifies the Company of such assignment within a reasonable time thereof. The Company may not assign its interest in this Agreement to any party, whether by operation of law or otherwise, without the prior written consent of the Board which may be withheld in the Board's sole discretion. The Company may not subcontract all or any portion of its obligations under this Agreement without the prior written consent of the Board which may be withheld in the Board's sole discretion. The covenants and agreement herein contained shall bind and inure to the benefit of the parties and their permitted successors and assigns.

BOARD OF BUSINESS IMPROVEMENT DISTRICT NO. 21

BY \_\_\_\_\_  
Joseph Ullrich, Chair  
\_\_\_\_\_

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BY \_\_\_\_\_  
Its \_\_\_\_\_

State of Wisconsin )  
 ) ss  
Milwaukee County )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Joseph Ullrich 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.

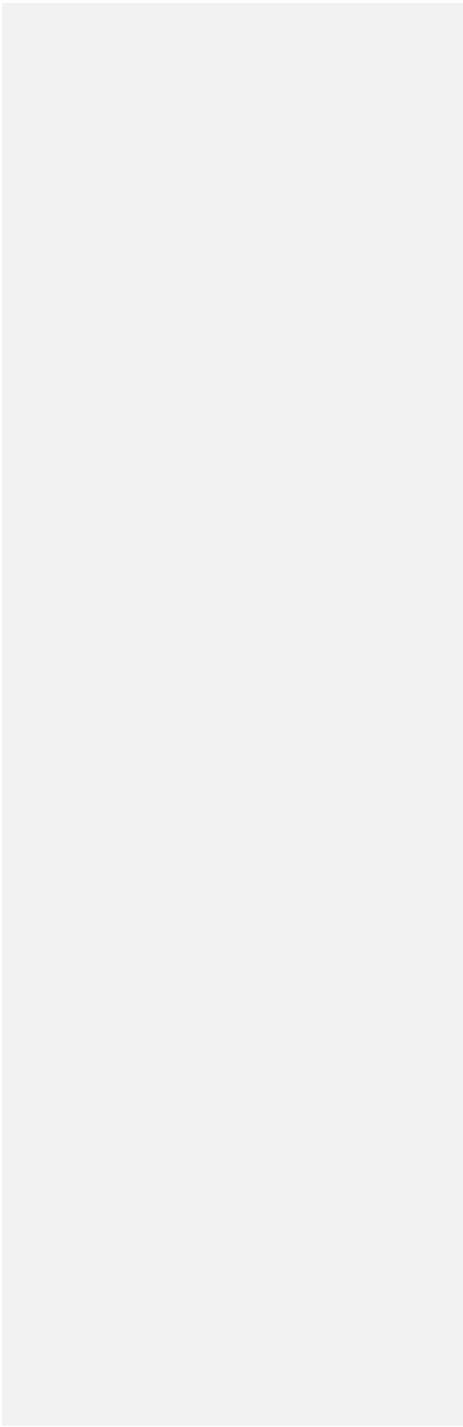
( \_\_\_\_\_ )  
Notary Public, State of Wisconsin  
My commission \_\_\_\_\_

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AUTHENTICATION

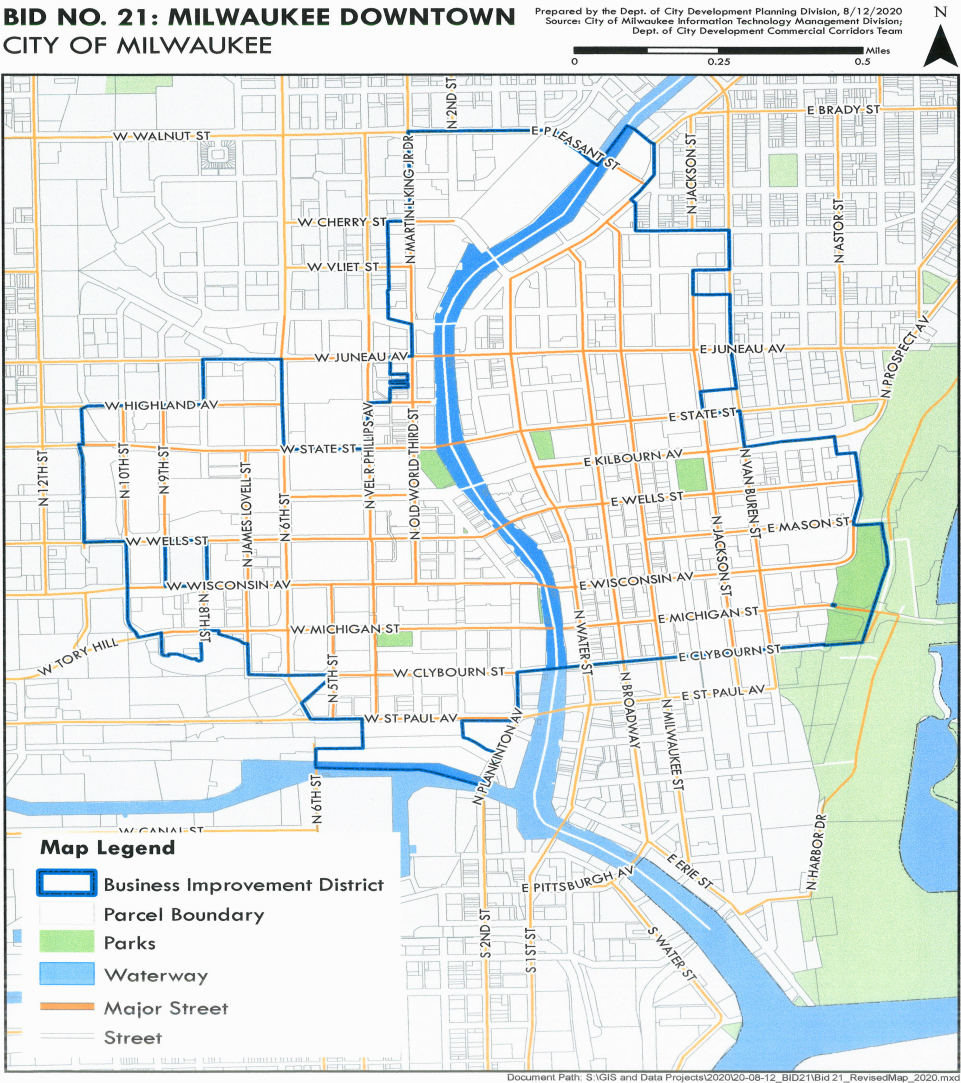
Signature of \_\_\_\_\_ authenticated  
on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Leborah C. Tomczyk



**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



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## EXHIBIT B

### Inventory of Landscape Bed/Planter/Container/Baskets

154 on-grade beds along Wisconsin Avenue, including 20 bike planter units

5 Bridge Planters

3 on Wells

2 on Wisconsin

11 planters at ASQ River Plaza

7 pots on Plankinton at Grand Avenue

18 pots on 2nd Street at Grand Avenue

8 on-grade beds for RACM between 4th and 5th on south side of Wisconsin Avenue.  
(NOTE: These 8 are included in the 154 total on Wisconsin Avenue. They are NOT 8  
additional beds.)

15 beds within the Court of Honor median on Wisconsin Avenue from 8th to 19th.

2 "landscape only" beds at 9th and Wisconsin. (Landscaping Maintenance Only . . . no  
color program.)

5 on-grade beds for City of Milwaukee at the library, on Wisconsin Avenue between 8th and  
9th Street. (NOTE: These 5 are included in the 154 total on Wisconsin Avenue. They are  
NOT 5 additional beds.)

10 planters at Schlitz Park Riverwalk

Old World Third Street area

35 on-grade Tree Beds

9 steel pots

8 pots at Kilbourn and 3rd (Calderone Club)

8 pots at 3rd and Wells

11 pots at area around 2nd/Wells/Plankinton

24 steel pots at Michigan and Plankinton

5 pots at Michigan and 3rd Street (Courtyard by Marriott)



[2 pots on Broadway at Wisconsin Avenue](#)

[2 pots on Broadway at Mason Street](#)

[1 pot on 3rd at Wisconsin Avenue](#)

[22 planters inset into the Riverwalk \(west side only\)](#)

[2 pots to be relocated to District Information Kiosk at 210 West Wisconsin Avenue](#)

[60 Hanging Baskets along Riverwalk](#)

[2 pots on 5th Street between St. Paul and Michigan at Stone Creek Coffee](#)

[3 street beds at 833 East Michigan](#)

[4 street beds on west side of Broadway, north of Wisconsin at 250 Plaza](#)

[3 pots on east side of Broadway, north of Michigan at 600-612 North Broadway](#)

APPENDIX D

PROPOSED FORM OF AGREEMENT FOR SERVICES  
FOR HOLIDAY STREET DECOR

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**AGREEMENT FOR SERVICES**  
**(Holiday Street Decor)**

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

**RECITALS**

The Board and the Company acknowledge the following:

A. In summer of 2012, the Board solicited proposals to provide holiday street decor within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" 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.

B. The Board and the Company now enter into this Agreement for Services (Holiday Street Decor) to specify the terms upon which the Company would provide certain holiday street decor installation services to the District.

**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) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the chief executive officer of the District or such other persons designated by the Board (collectively, the "CEO"). The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during the year end holiday season and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, and holiday street decor necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all holiday street decor must be approved by the CEO prior to installation.**

(b) Holiday Street Decor. The Company shall provide holiday street decor, as mutually acceptable to the Company and the CEO, to decorate Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each annual holiday season.

(c) Zeidler Park Holiday Lights Program. The Company shall continue to administer the Zeidler Park Holiday Decor and associated install/de-stall servicing consistent with past practice and as set forth on the attached Exhibit B.

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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; (d) employee dishonesty or blanket fidelity crime coverage; and (e) cyber-security 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.

9. 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing holiday decor services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of holiday decor operations shall be \$ \_\_\_\_\_ in 2021, \$ \_\_\_\_\_ in 2022 and \$ \_\_\_\_\_ in 2023, which shall be the maximum annual costs to be paid by the Board to the Company for holiday decor (including the Zeidler Park Holiday Lights Program), provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement. Without specific written authorization of the Board, the Company cannot exceed the total holiday decor costs set forth in this Subsection. Any costs for holiday decor incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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. 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 fifteen 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.

(c) 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 providing holiday decor services as described in the current operating plan of 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 provision of holiday decor services to the District 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 provision of holiday decor services to the District 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 percent or greater in the Company's accounting practices.

13. 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.



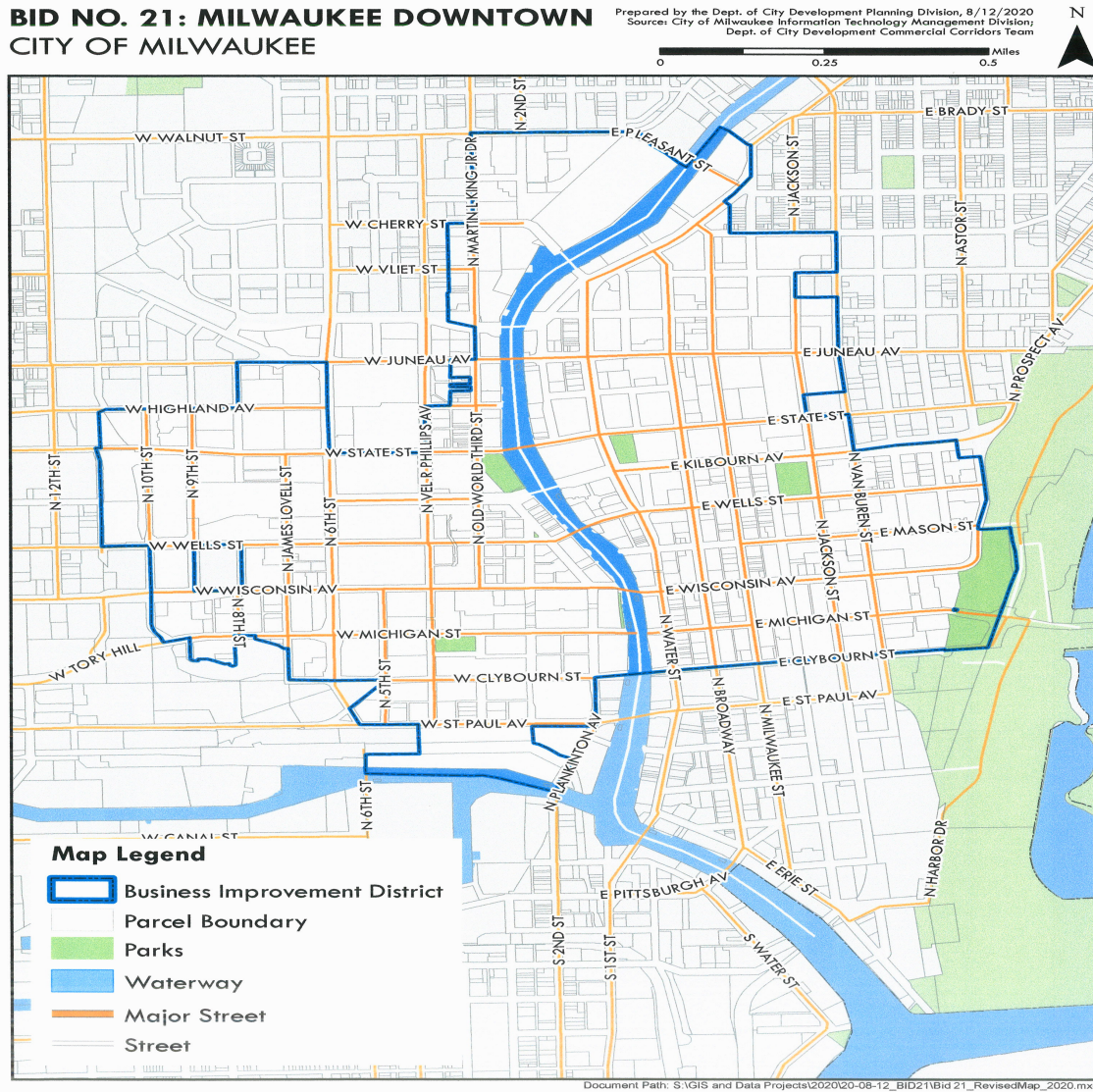


Exhibit A

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



|

APPENDIX [E](#)

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CURRENT INVENTORY OF LANDSCAPED AREAS

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 during Labor Costs**

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)
Landscape Equipment	\$_____(13)
Landscape 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)
<b><u>TOTALS</u></b>	
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)

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MILWAUKEE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

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BID 21

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REQUEST FOR PROPOSALS

LANDSCAPE AND HOLIDAY STREET DECOR PROGRAMS

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July 12, 2021

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### EXHIBITS

A.	Staffing and Cost Analysis Form
B.	Job Classifications and Pay Rates
C.	Equipment Schedule
D.	Annual Costs of Operations and Company Fee

## A. REQUEST FOR PROPOSALS

### I. DEFINITIONS

1. "The District" shall refer to the Milwaukee Downtown Business Improvement District 21 of the City of Milwaukee (see Appendix A for the boundaries of the District).

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2. "Landscape Program" shall refer to all aspects of administering, managing and providing the District's Landscape Program, as outlined in this document and all supporting Appendices and Exhibits.

3. "Holiday Street Decor Program" shall refer to all aspects of administering, managing and providing the District's Holiday Street Decor Program, as described in this document and all supporting Appendices and Exhibits.

4. "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.

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5. "Company" shall refer to that party selected by the District to provide the services set forth herein.

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6. "Agreement" shall refer to the contract to be executed between the Company and the District in accordance with these specifications (including the form of Agreements for Services attached hereto as Appendices C and D) and the Company's proposal submitted and accepted by the District, each of which shall be incorporated into the terms of the Agreement.

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7. "Work" shall refer to the landscaping tasks specified in Appendices C and D, performed by the Company, its employees and subcontractors, if any.

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8. "Change Order" shall refer to any modification to the Agreement signed by the Company and the District.

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9. "Costs of Operation" shall refer to all costs and expenses, approved by the District, of managing and operating the Landscape Program and/or the Holiday Street Decor 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, supplies, equipment, transportation, insurance coverage, storage space and the furnishing, cleaning, maintenance and replacement of uniforms.

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## II. BACKGROUND

The mission of the District is "to lead and inspire believers in Milwaukee to engage in efforts that build Downtown as the thriving, sustainable, innovative and vibrant heart of the community". The District's vision is "to be an economic catalyst. . ." causing Downtown to emerge as a premier destination of choice and Milwaukee to become a renowned world-class region.

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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. 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 landscape and holiday street decor services under new Agreements as of January 1, 2022.

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## III. THE OPPORTUNITY

### A. Introduction

The District seeks to enter into Agreement(s) with the successful Proposer(s) to operate the Landscape Program and the Holiday Street Decor Program comprised of landscape and holiday street decor services within the boundaries of the District as outlined in the form of Agreements attached hereto as Appendices C and D. 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. A previous inventory of areas landscaped and maintained by the District in the past is attached hereto as Appendix E. However, the Proposer should undertake its own inventory of current conditions. The Agreement will specify the approximate landscape services to be provided as mutually agreed by the District and the successful Proposer.

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Through this Request for Proposals, the District is seeking: a) statements of qualifications from experienced companies which can provide a full complement of landscaping and/or holiday street decor services, b) detailed proposals for the operation of a proposed landscape and/or holiday street decor program and c) evidence that the Company will advance the philosophical goals of the District's clean, safe and friendly objectives.

## B. Services

The services to be provided by the successful Proposer(s) to implement a Landscape Program and a Holiday Street Decor Program pursuant to the terms of the Agreements shall include the following:

### LANDSCAPE PROGRAM

- (a) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners (the parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;
- (b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;
- (c) At the sole option of the CEO of the District, replacing some or all summer flowers and plants pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.
- (d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;
- (e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;
- (f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).
- (g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;
- (h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

**ALL PLANTINGS AND DISPLAYS MUST BE APPROVED BY THE DISTRICT'S CEO PRIOR TO INSTALLATION.**

#### HOLIDAY STREET DECOR PROGRAM

(a) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

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 Landscape Program and/or the Holiday Street Décor 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 Landscape Program and the Holiday Street Decor Program, and shall meet weekly with the Company during the seasons in which landscape and/or holiday street decor services are to be provided. 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 friendly goals.

The District has one central office/headquarters. The Company's Operations Manager shall serve as the Director of the 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

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**Deleted:** (a) → Initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all publicly owned pots, planters and tree wells in public rights of way within the District, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners; ¶

→ (b) → Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District; ¶

→ (c) → At the sole option of the District, replacing all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate; ¶

→ (d) → Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of the Agreement and in no event less than twice per week throughout each season; ¶

→ (e) → Daily monitoring and maintenance of all flower displays within the District through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate; ¶

→ (f) → Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the State Street Bridge; ¶

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in or adjacent to the District for the storage and maintenance of all equipment and materials and for the mobilization of employees required by either Program.

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The District will also enter into contracts for a Public Service Ambassador Program and a Clean Sweep Ambassador 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 Landscape 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 pre-proposal conference was held on Monday, July 12, 2021 at 10:00 a.m. via ZOOM.

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#### B) Pre-Qualification Phase

The District considered proposals submitted July 12, 2021 by all interested Proposers that demonstrated basic qualifications to manage and operate the Landscape Program and/or Holiday Street Decor Program.

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#### C) Proposals

The District is now requesting 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 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 are due in the office of

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

on Monday, August 16, 2021 no later than noon. The District reserves the right to reject any proposal received after that time.

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3. Submission of Proposal:

- a. All proposals shall be submitted electronically and with two (2) hard copies.
- 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 the District prior to the final selection of the Company.

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(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 friendly.
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 Landscape Program [and/or the Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#).
11. Letters of recommendation from owners of properties served by the Proposer and other appropriate parties attesting to the Proposers and proposed Operations Manager's ability and competence in the operation and management of landscape [and holiday street decor](#) programs.
12. A statement indicating the Proposers 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.

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14. The District, in consultation with the Company, will specify for 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.

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(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 Landscape Program [and/or Holiday Street Decor 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 friendly 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, 2022, and terminating on December 31, 2024, which may, by mutual consent, be extended for additional terms of one (1)

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year each. The District reserves the right to terminate the Agreement(s) without cause upon thirty (30) days written notice.

In any such extension of any 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.

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## VII. COMPENSATION OF COMPANY

Compensation of the Company for the management and operation of the Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor Program, and to operate the Landscape Program and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#), including but not limited to the following:

A. Operations

1. The Company will be responsible for the provision of the comprehensive Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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 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 friendly 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 friendly objectives of the District.

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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 Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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
- [Cyber Security Coverage](#)

Each of the above (except statutory workers' compensation coverage) shall have limits of at least \$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 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(s), 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.

APPENDIX A  
DISTRICT MAP

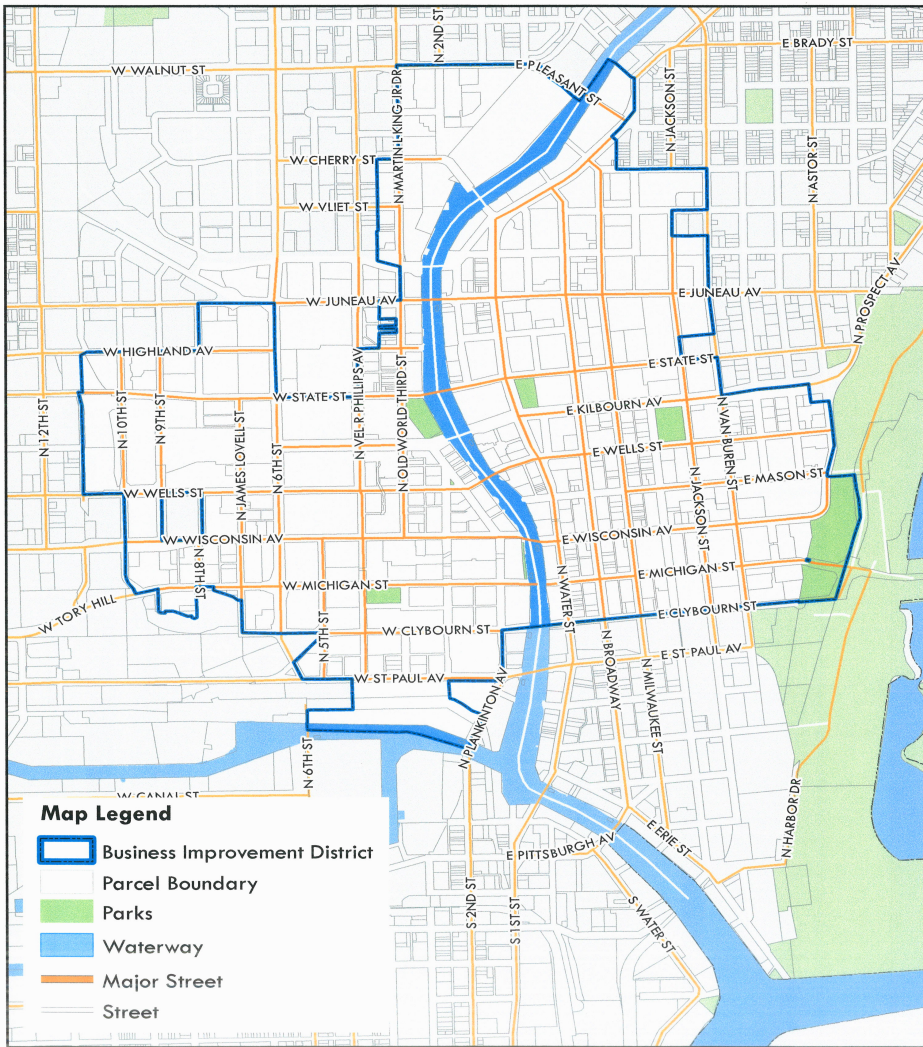
Exhibit A

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  
Sources: City of Milwaukee Information Technology Management Division;  
Dept. of City Development Commercial Corridors Team

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APPENDIX B  
TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

## **APPENDIX B**

### **TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS**

<u>Monday, July 12, 2021</u> 10:00 a.m.	Pre-Proposal Conference via <b>ZOOM</b> Reinhart Boerner Van Deuren s.c. 1000 North Water Street, Suite 1700 Milwaukee, WI 53202	<div>Deleted: Tuesday</div> <div>Deleted: May 5</div> <div>Deleted: 09</div> <div>Formatted: Indent: Left: 2", First line: 0.5"</div>
Monday, <u>July 12, 2021</u> Noon	Request for Qualifications due to Deborah C. Tomczyk	<div>Deleted: May</div> <div>Deleted: 09</div>
<u>Monday, August 16, 2021</u> 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	<div>Deleted: Friday</div> <div>Deleted: May 22</div> <div>Deleted: 09</div>
<u>End of August, 2021</u> ▼	Selected Proposers make presentations to District Subcommittee	<div>Deleted: Wednesday, May 27, 2009</div> <div>Deleted: afternoon</div>
<u>September, 2021</u>	Proposer(s) selected/Agreement negotiated	<div>Deleted: June</div> <div>Deleted: 09</div>

APPENDIX C

| PROPOSED FORM OF AGREEMENT FOR SERVICES [FOR LANDSCAPING](#)

Exhibit A

Boundaries of Business Improvement District No. 21

AGREEMENT FOR SERVICES  
(Landscaping)

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

RECITALS

The Board and the Company acknowledge the following:

A. On or about June 14, 2021, the Board circulated a Request for Qualifications for its Landscape Program (the "RFQ") inviting third parties to submit their qualifications for the provision of seasonal landscaping services within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" objectives of the District, all as set forth in the District's initial operating plan adopted by resolution no. 70900 of the Common Council of the City of Milwaukee dated October 14, 1997. On or about \_\_\_\_\_, 2021, the Board solicited a responsive proposal from the Company to provide certain seasonal landscaping services set forth below and in the Company's proposals.

B. The Board and the Company now enter into this Agreement for Services (Landscaping) to specify the terms upon which the Company will provide certain seasonal landscaping to the District.

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) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners. The parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;

(b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;

(c) At the sole option of the chief executive officer of the District (the "CEO"), replacing some or all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.

(d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;

(e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;

(f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this agreement).

(g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;

(h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

## 2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the CEO. The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during any planting, pre-planting or holiday seasons and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

## 3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, flowers and plants necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all plantings and displays must be approved by the CEO prior to installation.**

(b) Plantings. The Company shall provide sufficient summer and fall flowers and plantings, as mutually acceptable to the Company and the CEO, to complete initial planting of publicly owned pots, planters (including, but not limited to, 24 bike planter units), tree wells, specified privately owned pots, hanging planters along the riverwalk system within the District Boundaries. In addition, during each season throughout the term of this Agreement, the Company agrees to provide, plant and service for the District up to an additional 15 percent of the initial number of flowers and plants planted pursuant to this Agreement to replace damaged or destroyed flowers and plants. Designs for the summer color, fall color and holiday decorations displays shall be subject to review and approval by the CEO. In the event that DPW provides flowers and plants to the District, at no cost to either the District or the Company, for planting of publicly owned pots, planters and tree wells in public rights of way within the District Boundaries, the Company shall discount its services

provided under this Agreement and reduce the costs charged to the District pursuant to Section 12 and Exhibit C below by the fair market value of any flowers and/or plants provided by DPW.

(c) Hanging Planters. The Company will make available for purchase, by individual property owners, the Milwaukee Riverwalk District, Inc. or the District, new hanging planters (similar in quality and design with hanging planters currently used along the riverwalk system) at the price of \$333.00 per hanging planter. Such price shall include all costs related to the purchase of the hanging planters and hardware (\$ ) and all costs related to the liners, soil, flowers, plantings and installation of a new hanging planter on an existing pole along the riverwalk system (\$ ).

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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, and (e) cyber-security 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 "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.

9. Repairing Damage. The Company shall, at its sole cost, promptly repair or replace any property damaged, carried 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing landscaping services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of landscaping operations shall be \$\_\_\_\_\_ in 2022, \$\_\_\_\_\_ in 2023 and \$\_\_\_\_\_ in 2024, as set forth on the payment schedule attached hereto as Exhibit C, which shall be the maximum annual costs to be paid by the Board to the Company for landscaping, provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement and provided that, at the CEO's sole option, the CEO may elect to have the Court of Honor landscaped in a manner similar to past years at an annual cost of \$\_\_\_\_\_ per year. Without specific written authorization of the CEO, the Company cannot exceed the total landscaping costs set forth in this Subsection. Any costs for landscaping incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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 the Company in the previous 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 fifteen 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.

(c) 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 providing landscaping services as described in the current operating plan of 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 provision of landscaping services to the District 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 provision of landscaping services to the District prepared by an independent certified public accountant. The

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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 percent or greater in the Company's accounting practices.

13. Company as Independent Contractor. Nothing in this Agreement shall be deemed or construed as creating 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States Registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

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To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

19. Successors and Assigns. The Board may assign its interest in this Agreement at any time, provided that it notifies the Company of such assignment within a reasonable time thereof. The Company may not assign its interest in this Agreement to any party, whether by operation of law or otherwise, without the prior written consent of the Board which may be withheld in the Board's sole discretion. The Company may not subcontract all or any portion of its obligations under this Agreement without the prior written consent of the Board which may be withheld in the Board's sole discretion. The covenants and agreement herein contained shall bind and inure to the benefit of the parties and their permitted successors and assigns.

BOARD OF BUSINESS IMPROVEMENT DISTRICT NO. 21

BY \_\_\_\_\_  
Joseph Ullrich, Chair  
\_\_\_\_\_

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BY \_\_\_\_\_  
Its \_\_\_\_\_

State of Wisconsin )  
 ) ss  
Milwaukee County )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Joseph Ullrich 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.

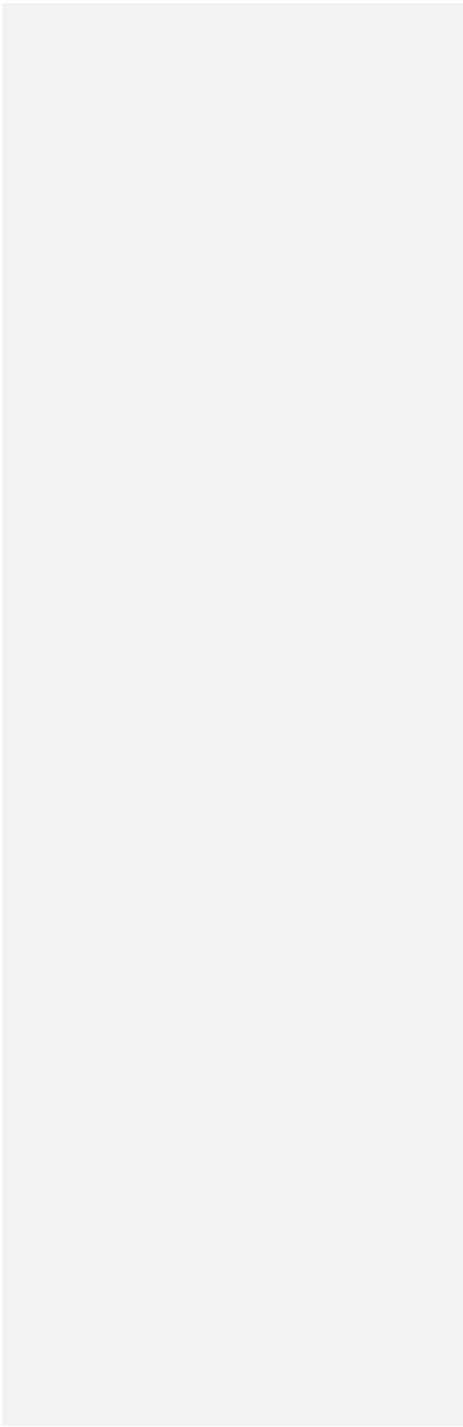
( \_\_\_\_\_ )  
Notary Public, State of Wisconsin  
My commission \_\_\_\_\_

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AUTHENTICATION

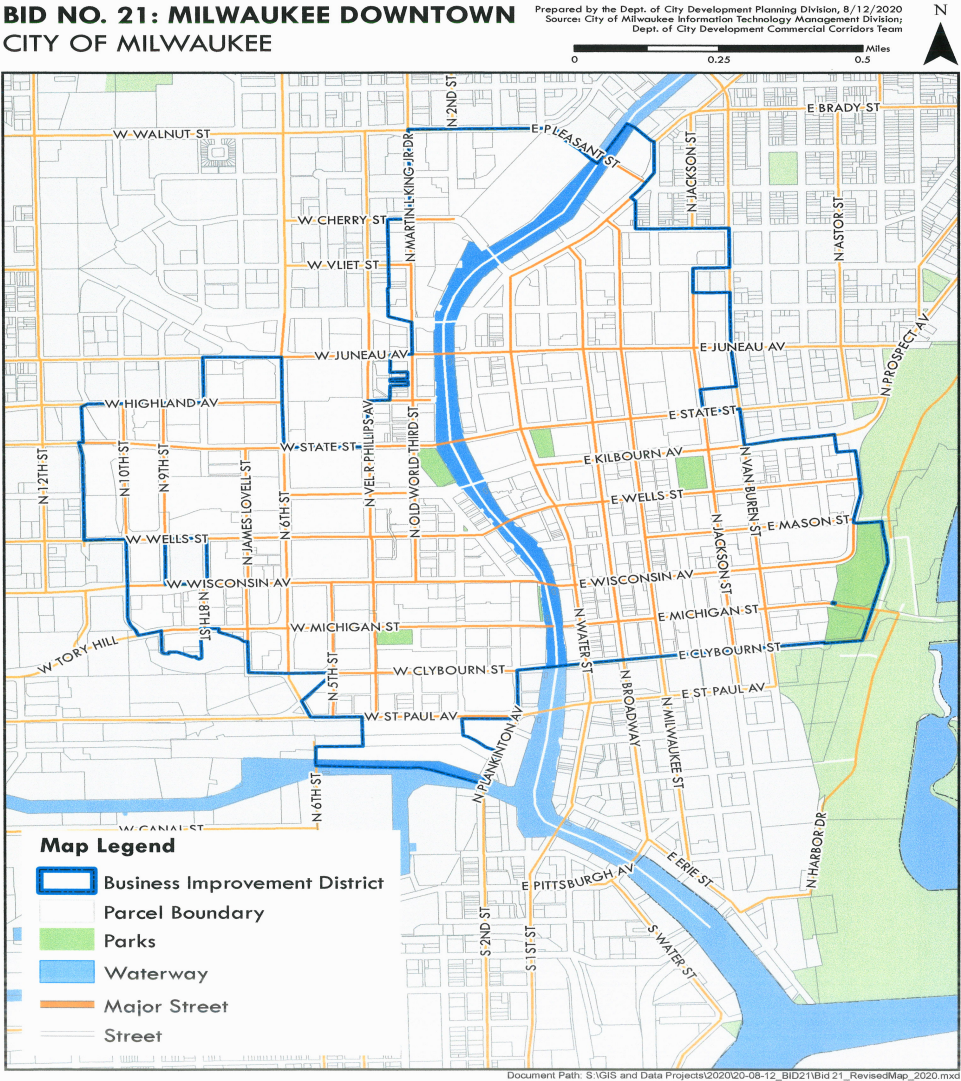
Signature of \_\_\_\_\_ authenticated  
on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Leborah C. Tomczyk



**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



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## EXHIBIT B

### Inventory of Landscape Bed/Planter/Container/Baskets

154 on-grade beds along Wisconsin Avenue, including 20 bike planter units

5 Bridge Planters

3 on Wells

2 on Wisconsin

11 planters at ASQ River Plaza

7 pots on Plankinton at Grand Avenue

18 pots on 2nd Street at Grand Avenue

8 on-grade beds for RACM between 4th and 5th on south side of Wisconsin Avenue.  
(NOTE: These 8 are included in the 154 total on Wisconsin Avenue. They are NOT 8  
additional beds.)

15 beds within the Court of Honor median on Wisconsin Avenue from 8th to 19th.

2 "landscape only" beds at 9th and Wisconsin. (Landscaping Maintenance Only . . . no  
color program.)

5 on-grade beds for City of Milwaukee at the library, on Wisconsin Avenue between 8th and  
9th Street. (NOTE: These 5 are included in the 154 total on Wisconsin Avenue. They are  
NOT 5 additional beds.)

10 planters at Schlitz Park Riverwalk

Old World Third Street area

35 on-grade Tree Beds

9 steel pots

8 pots at Kilbourn and 3rd (Calderone Club)

8 pots at 3rd and Wells

11 pots at area around 2nd/Wells/Plankinton

24 steel pots at Michigan and Plankinton

5 pots at Michigan and 3rd Street (Courtyard by Marriott)

[2 pots on Broadway at Wisconsin Avenue](#)

[2 pots on Broadway at Mason Street](#)

[1 pot on 3rd at Wisconsin Avenue](#)

[22 planters inset into the Riverwalk \(west side only\)](#)

[2 pots to be relocated to District Information Kiosk at 210 West Wisconsin Avenue](#)

[60 Hanging Baskets along Riverwalk](#)

[2 pots on 5th Street between St. Paul and Michigan at Stone Creek Coffee](#)

[3 street beds at 833 East Michigan](#)

[4 street beds on west side of Broadway, north of Wisconsin at 250 Plaza](#)

[3 pots on east side of Broadway, north of Michigan at 600-612 North Broadway](#)

APPENDIX D

PROPOSED FORM OF AGREEMENT FOR SERVICES  
FOR HOLIDAY STREET DECOR

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**AGREEMENT FOR SERVICES**  
**(Holiday Street Decor)**

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

**RECITALS**

The Board and the Company acknowledge the following:

A. In summer of 2012, the Board solicited proposals to provide holiday street decor within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" 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.

B. The Board and the Company now enter into this Agreement for Services (Holiday Street Decor) to specify the terms upon which the Company would provide certain holiday street decor installation services to the District.

**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) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the chief executive officer of the District or such other persons designated by the Board (collectively, the "CEO"). The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during the year end holiday season and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, and holiday street decor necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all holiday street decor must be approved by the CEO prior to installation.**

(b) Holiday Street Decor. The Company shall provide holiday street decor, as mutually acceptable to the Company and the CEO, to decorate Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each annual holiday season.

(c) Zeidler Park Holiday Lights Program. The Company shall continue to administer the Zeidler Park Holiday Decor and associated install/de-stall servicing consistent with past practice and as set forth on the attached Exhibit B.

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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; (d) employee dishonesty or blanket fidelity crime coverage; and (e) cyber-security 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.

9. 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing holiday decor services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of holiday decor operations shall be \$ \_\_\_\_\_ in 2021, \$ \_\_\_\_\_ in 2022 and \$ \_\_\_\_\_ in 2023, which shall be the maximum annual costs to be paid by the Board to the Company for holiday decor (including the Zeidler Park Holiday Lights Program), provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement. Without specific written authorization of the Board, the Company cannot exceed the total holiday decor costs set forth in this Subsection. Any costs for holiday decor incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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. 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 fifteen 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.

(c) 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 providing holiday decor services as described in the current operating plan of 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 provision of holiday decor services to the District 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 provision of holiday decor services to the District 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 percent or greater in the Company's accounting practices.

13. 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

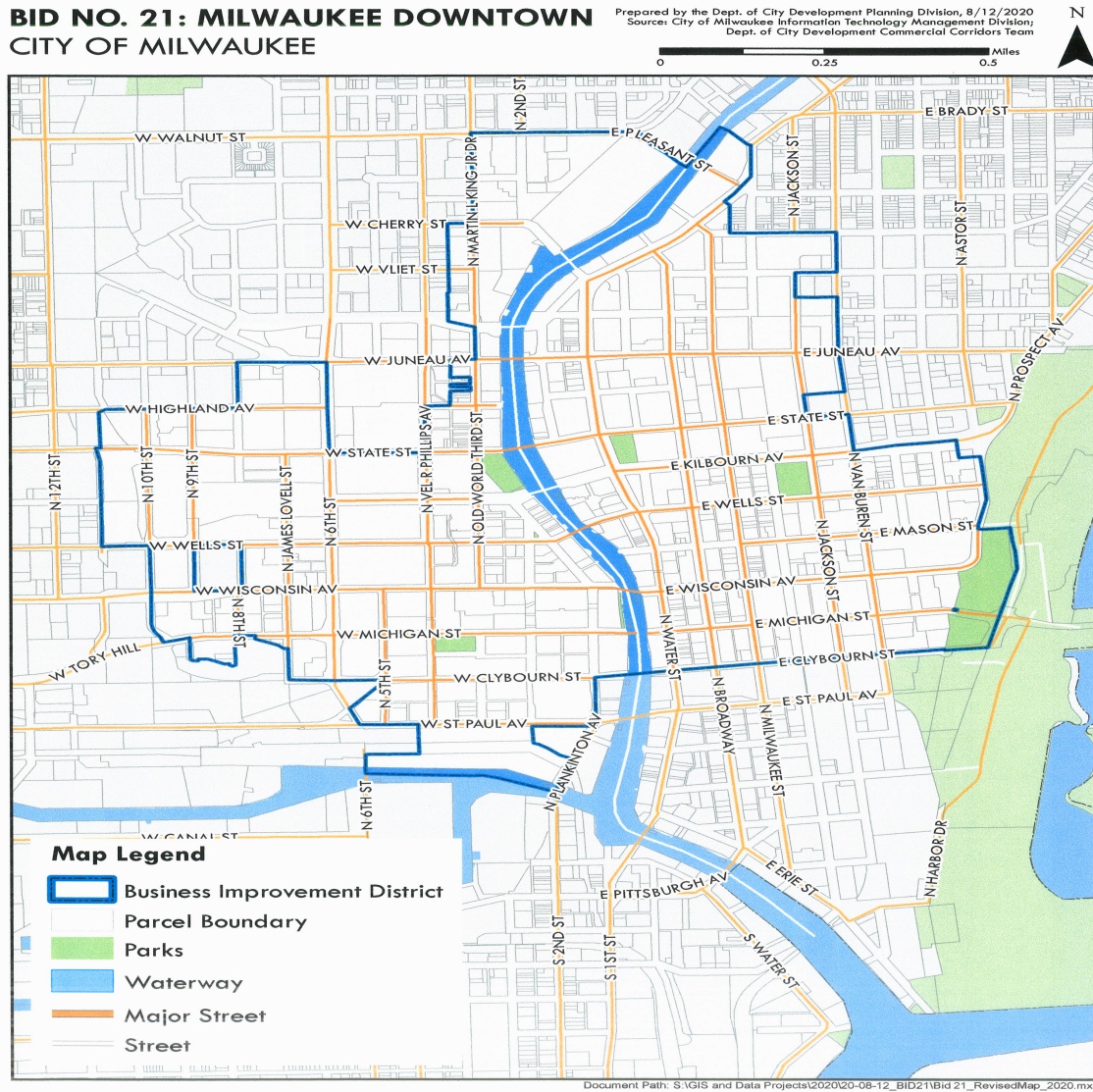


Exhibit A

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



|

APPENDIX [E](#)

CURRENT INVENTORY OF LANDSCAPED AREAS

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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 during Labor Costs**

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)
Landscape Equipment	\$_____(13)
Landscape 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)
<b><u>TOTALS</u></b>	
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)

Page 6: [1] Deleted	Carol M. Wirkkula	7/8/21 11:21:00 AM
Page 27: [2] Deleted	Deborah C. Tomczyk	7/9/21 11:08:00 AM

MILWAUKEE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

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BID 21

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REQUEST FOR PROPOSALS

LANDSCAPE AND HOLIDAY STREET DECOR PROGRAMS

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July 12, 2021

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### EXHIBITS

A.	Staffing and Cost Analysis Form
B.	Job Classifications and Pay Rates
C.	Equipment Schedule
D.	Annual Costs of Operations and Company Fee

## A. REQUEST FOR PROPOSALS

### I. DEFINITIONS

1. "The District" shall refer to the Milwaukee Downtown Business Improvement District 21 of the City of Milwaukee (see Appendix A for the boundaries of the District).
2. "Landscape Program" shall refer to all aspects of administering, managing and providing the District's Landscape Program, as outlined in this document and all supporting Appendices and Exhibits.
3. "Holiday Street Decor Program" shall refer to all aspects of administering, managing and providing the District's Holiday Street Decor Program, as described in this document and all supporting Appendices and Exhibits.
4. "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.
5. "Company" shall refer to that party selected by the District to provide the services set forth herein.
6. "Agreement" shall refer to the contract to be executed between the Company and the District in accordance with these specifications (including the form of Agreements for Services attached hereto as Appendices C and D) and the Company's proposal submitted and accepted by the District, each of which shall be incorporated into the terms of the Agreement.
7. "Work" shall refer to the landscaping tasks specified in Appendices C and D, performed by the Company, its employees and subcontractors, if any.
8. "Change Order" shall refer to any modification to the Agreement signed by the Company and the District.
9. "Costs of Operation" shall refer to all costs and expenses, approved by the District, of managing and operating the Landscape Program and/or the Holiday Street Decor 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, supplies, equipment, transportation, insurance coverage, storage space and the furnishing, cleaning, maintenance and replacement of uniforms.

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## II. BACKGROUND

The mission of the District is "to lead and inspire believers in Milwaukee to engage in efforts that build Downtown as the thriving, sustainable, innovative and vibrant heart of the community". The District's vision is "to be an economic catalyst. . ." causing Downtown to emerge as a premier destination of choice and Milwaukee to become a renowned world-class region.

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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. 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 landscape and holiday street decor services under new Agreements as of January 1, 2022.

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## III. THE OPPORTUNITY

### A. Introduction

The District seeks to enter into Agreement(s) with the successful Proposer(s) to operate the Landscape Program and the Holiday Street Decor Program comprised of landscape and holiday street decor services within the boundaries of the District as outlined in the form of Agreements attached hereto as Appendices C and D. 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. A previous inventory of areas landscaped and maintained by the District in the past is attached hereto as Appendix E. However, the Proposer should undertake its own inventory of current conditions. The Agreement will specify the approximate landscape services to be provided as mutually agreed by the District and the successful Proposer.

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Through this Request for Proposals, the District is seeking: a) statements of qualifications from experienced companies which can provide a full complement of landscaping and/or holiday street decor services, b) detailed proposals for the operation of a proposed landscape and/or holiday street decor program and c) evidence that the Company will advance the philosophical goals of the District's clean, safe and friendly objectives.



## B. Services

The services to be provided by the successful Proposer(s) to implement a Landscape Program and a Holiday Street Decor Program pursuant to the terms of the Agreements shall include the following:

### LANDSCAPE PROGRAM

- (a) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners (the parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;
- (b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;
- (c) At the sole option of the CEO of the District, replacing some or all summer flowers and plants pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.
- (d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;
- (e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;
- (f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).
- (g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;
- (h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

**ALL PLANTINGS AND DISPLAYS MUST BE APPROVED BY THE DISTRICT'S CEO PRIOR TO INSTALLATION.**

#### HOLIDAY STREET DECOR PROGRAM

(a) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

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 Landscape Program and/or the Holiday Street Décor 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 Landscape Program and the Holiday Street Decor Program, and shall meet weekly with the Company during the seasons in which landscape and/or holiday street decor services are to be provided. 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 friendly goals.

The District has one central office/headquarters. The Company's Operations Manager shall serve as the Director of the 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

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**Deleted:** (a) → Initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all publicly owned pots, planters and tree wells in public rights of way within the District, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners; ¶

→ (b) → Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District; ¶

→ (c) → At the sole option of the District, replacing all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate; ¶

→ (d) → Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of the Agreement and in no event less than twice per week throughout each season; ¶

→ (e) → Daily monitoring and maintenance of all flower displays within the District through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate; ¶

→ (f) → Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the State Street Bridge; ¶

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in or adjacent to the District for the storage and maintenance of all equipment and materials and for the mobilization of employees required by either Program.

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The District will also enter into contracts for a Public Service Ambassador Program and a Clean Sweep Ambassador 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 Landscape 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 pre-proposal conference was held on Monday, July 12, 2021 at 10:00 a.m. via ZOOM.

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#### B) Pre-Qualification Phase

The District considered proposals submitted July 12, 2021 by all interested Proposers that demonstrated basic qualifications to manage and operate the Landscape Program and/or Holiday Street Decor Program.

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#### C) Proposals

The District is now requesting 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 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 are due in the office of

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

on Monday, August 16, 2021 no later than noon. The District reserves the right to reject any proposal received after that time.

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3. Submission of Proposal:

- a. All proposals shall be submitted electronically and with two (2) hard copies.
- 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 the District prior to the final selection of the Company.

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(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 friendly.
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 Landscape Program [and/or the Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#).
11. Letters of recommendation from owners of properties served by the Proposer and other appropriate parties attesting to the Proposers and proposed Operations Manager's ability and competence in the operation and management of landscape [and holiday street decor](#) programs.
12. A statement indicating the Proposers 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.

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14. The District, in consultation with the Company, will specify for 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.

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(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 Landscape Program [and/or Holiday Street Decor 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 friendly 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, 2022, and terminating on December 31, 2024, which may, by mutual consent, be extended for additional terms of one (1)

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year each. The District reserves the right to terminate the Agreement(s) without cause upon thirty (30) days written notice.

In any such extension of any 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.

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## VII. COMPENSATION OF COMPANY

Compensation of the Company for the management and operation of the Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor Program, and to operate the Landscape Program and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#), including but not limited to the following:

A. Operations

1. The Company will be responsible for the provision of the comprehensive Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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 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 friendly 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 friendly objectives of the District.

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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 Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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
- [Cyber Security Coverage](#)

Each of the above (except statutory workers' compensation coverage) shall have limits of at least \$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 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(s), 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.

APPENDIX A  
DISTRICT MAP

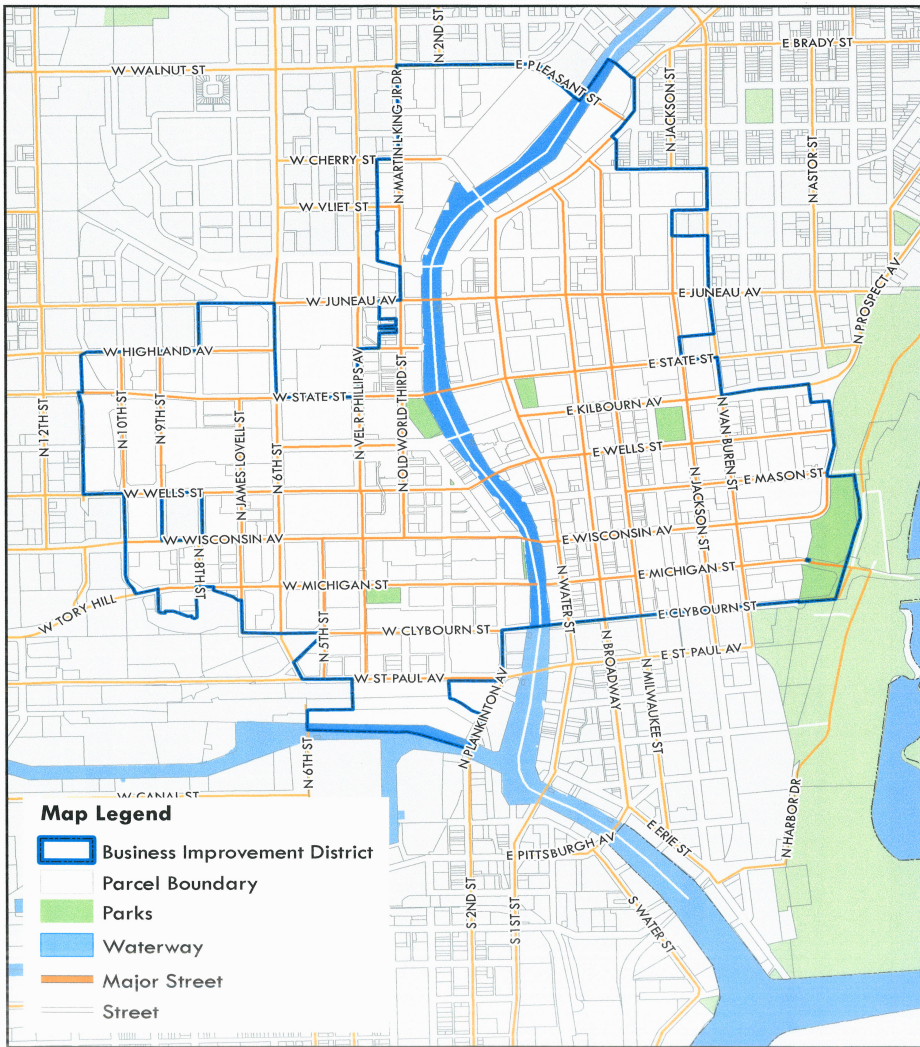
## Exhibit A

### 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  
Sources: City of Milwaukee Information Technology Management Division;  
Dept. of City Development Commercial Corridors Team

0 0.25 0.5 Miles



APPENDIX B  
TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

## **APPENDIX B**

### **TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS**

<u>Monday, July 12, 2021</u> 10:00 a.m.	Pre-Proposal Conference via <b>ZOOM</b> Reinhart Boerner Van Deuren s.c. 1000 North Water Street, Suite 1700 Milwaukee, WI 53202	<div>Deleted: Tuesday</div> <div>Deleted: May 5</div> <div>Deleted: 09</div> <div>Formatted: Indent: Left: 2", First line: 0.5"</div>
Monday, <u>July 12, 2021</u> Noon	Request for Qualifications due to Deborah C. Tomczyk	<div>Deleted: May</div> <div>Deleted: 09</div>
<u>Monday, August 16, 2021</u> 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	<div>Deleted: Friday</div> <div>Deleted: May 22</div> <div>Deleted: 09</div>
<u>End of August, 2021</u> ▼	Selected Proposers make presentations to District Subcommittee	<div>Deleted: Wednesday, May 27, 2009</div> <div>Deleted: afternoon</div>
<u>September, 2021</u>	Proposer(s) selected/Agreement negotiated	<div>Deleted: June</div> <div>Deleted: 09</div>

APPENDIX C

| PROPOSED FORM OF AGREEMENT FOR SERVICES [FOR LANDSCAPING](#)

Exhibit A

Boundaries of Business Improvement District No. 21

AGREEMENT FOR SERVICES  
(Landscaping)

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

RECITALS

The Board and the Company acknowledge the following:

A. On or about June 14, 2021, the Board circulated a Request for Qualifications for its Landscape Program (the "RFQ") inviting third parties to submit their qualifications for the provision of seasonal landscaping services within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" objectives of the District, all as set forth in the District's initial operating plan adopted by resolution no. 70900 of the Common Council of the City of Milwaukee dated October 14, 1997. On or about \_\_\_\_\_, 2021, the Board solicited a responsive proposal from the Company to provide certain seasonal landscaping services set forth below and in the Company's proposals.

B. The Board and the Company now enter into this Agreement for Services (Landscaping) to specify the terms upon which the Company will provide certain seasonal landscaping to the District.

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) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners. The parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;

(b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;

(c) At the sole option of the chief executive officer of the District (the "CEO"), replacing some or all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.

(d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;



(e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;

(f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this agreement).

(g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;

(h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

## 2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the CEO. The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during any planting, pre-planting or holiday seasons and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

## 3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, flowers and plants necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all plantings and displays must be approved by the CEO prior to installation.**

(b) Plantings. The Company shall provide sufficient summer and fall flowers and plantings, as mutually acceptable to the Company and the CEO, to complete initial planting of publicly owned pots, planters (including, but not limited to, 24 bike planter units), tree wells, specified privately owned pots, hanging planters along the riverwalk system within the District Boundaries. In addition, during each season throughout the term of this Agreement, the Company agrees to provide, plant and service for the District up to an additional 15 percent of the initial number of flowers and plants planted pursuant to this Agreement to replace damaged or destroyed flowers and plants. Designs for the summer color, fall color and holiday decorations displays shall be subject to review and approval by the CEO. In the event that DPW provides flowers and plants to the District, at no cost to either the District or the Company, for planting of publicly owned pots, planters and tree wells in public rights of way within the District Boundaries, the Company shall discount its services

provided under this Agreement and reduce the costs charged to the District pursuant to Section 12 and Exhibit C below by the fair market value of any flowers and/or plants provided by DPW.

(c) Hanging Planters. The Company will make available for purchase, by individual property owners, the Milwaukee Riverwalk District, Inc. or the District, new hanging planters (similar in quality and design with hanging planters currently used along the riverwalk system) at the price of \$333.00 per hanging planter. Such price shall include all costs related to the purchase of the hanging planters and hardware (\$ ) and all costs related to the liners, soil, flowers, plantings and installation of a new hanging planter on an existing pole along the riverwalk system (\$ ).

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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, and (e) cyber-security 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 "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.

9. Repairing Damage. The Company shall, at its sole cost, promptly repair or replace any property damaged, carried 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing landscaping services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of landscaping operations shall be \$\_\_\_\_\_ in 2022, \$\_\_\_\_\_ in 2023 and \$\_\_\_\_\_ in 2024, as set forth on the payment schedule attached hereto as Exhibit C, which shall be the maximum annual costs to be paid by the Board to the Company for landscaping, provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement and provided that, at the CEO's sole option, the CEO may elect to have the Court of Honor landscaped in a manner similar to past years at an annual cost of \$\_\_\_\_\_ per year. Without specific written authorization of the CEO, the Company cannot exceed the total landscaping costs set forth in this Subsection. Any costs for landscaping incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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 the Company in the previous 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 fifteen 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.

(c) 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 providing landscaping services as described in the current operating plan of 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 provision of landscaping services to the District 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 provision of landscaping services to the District prepared by an independent certified public accountant. The

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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 percent or greater in the Company's accounting practices.

13. Company as Independent Contractor. Nothing in this Agreement shall be deemed or construed as creating 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

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To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

19. Successors and Assigns. The Board may assign its interest in this Agreement at any time, provided that it notifies the Company of such assignment within a reasonable time thereof. The Company may not assign its interest in this Agreement to any party, whether by operation of law or otherwise, without the prior written consent of the Board which may be withheld in the Board's sole discretion. The Company may not subcontract all or any portion of its obligations under this Agreement without the prior written consent of the Board which may be withheld in the Board's sole discretion. The covenants and agreement herein contained shall bind and inure to the benefit of the parties and their permitted successors and assigns.

BOARD OF BUSINESS IMPROVEMENT DISTRICT NO. 21

BY \_\_\_\_\_  
Joseph Ullrich, Chair  
\_\_\_\_\_

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BY \_\_\_\_\_  
Its \_\_\_\_\_

State of Wisconsin )  
 ) ss  
Milwaukee County )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Joseph Ullrich 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.

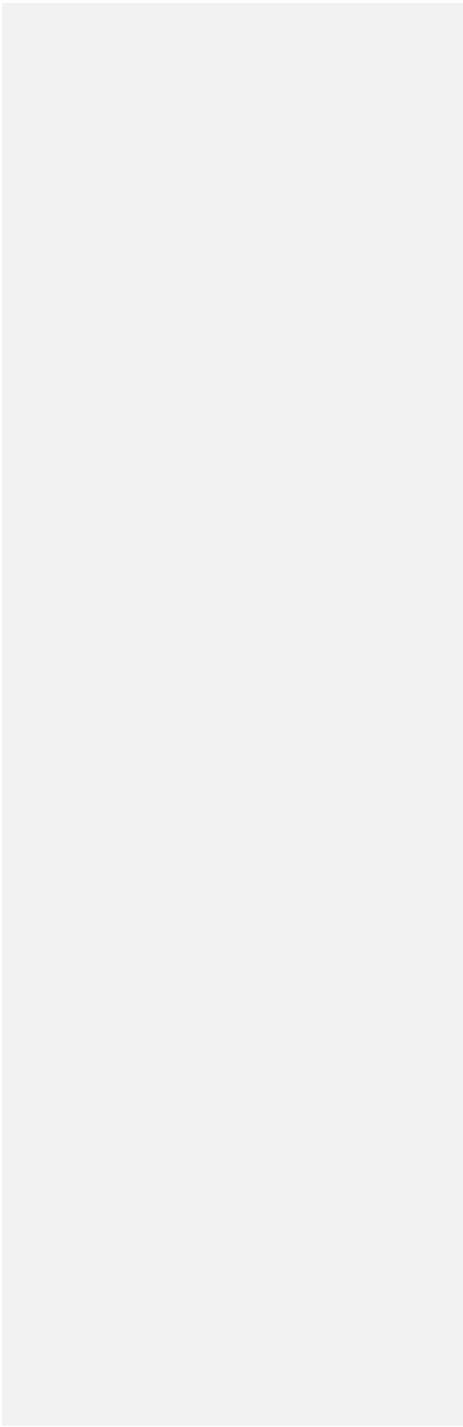
( \_\_\_\_\_ )  
 Notary Public, State of Wisconsin  
 My commission \_\_\_\_\_

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AUTHENTICATION

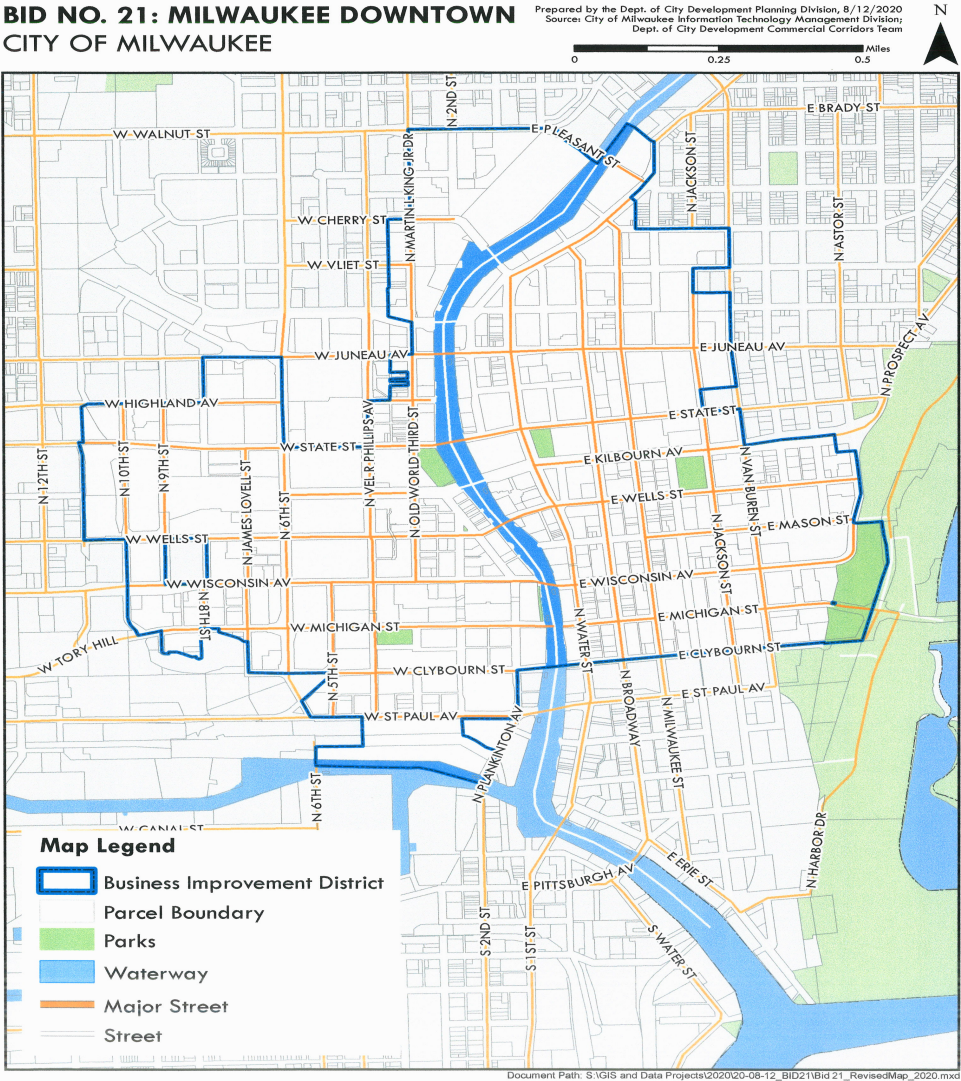
Signature of \_\_\_\_\_ authenticated  
on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Leborah C. Tomczyk



**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



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## EXHIBIT B

### Inventory of Landscape Bed/Planter/Container/Baskets

154 on-grade beds along Wisconsin Avenue, including 20 bike planter units

5 Bridge Planters

3 on Wells

2 on Wisconsin

11 planters at ASQ River Plaza

7 pots on Plankinton at Grand Avenue

18 pots on 2nd Street at Grand Avenue

8 on-grade beds for RACM between 4th and 5th on south side of Wisconsin Avenue.  
(NOTE: These 8 are included in the 154 total on Wisconsin Avenue. They are NOT 8  
additional beds.)

15 beds within the Court of Honor median on Wisconsin Avenue from 8th to 19th.

2 "landscape only" beds at 9th and Wisconsin. (Landscaping Maintenance Only . . . no  
color program.)

5 on-grade beds for City of Milwaukee at the library, on Wisconsin Avenue between 8th and  
9th Street. (NOTE: These 5 are included in the 154 total on Wisconsin Avenue. They are  
NOT 5 additional beds.)

10 planters at Schlitz Park Riverwalk

Old World Third Street area

35 on-grade Tree Beds

9 steel pots

8 pots at Kilbourn and 3rd (Calderone Club)

8 pots at 3rd and Wells

11 pots at area around 2nd/Wells/Plankinton

24 steel pots at Michigan and Plankinton

5 pots at Michigan and 3rd Street (Courtyard by Marriott)



[2 pots on Broadway at Wisconsin Avenue](#)

[2 pots on Broadway at Mason Street](#)

[1 pot on 3rd at Wisconsin Avenue](#)

[22 planters inset into the Riverwalk \(west side only\)](#)

[2 pots to be relocated to District Information Kiosk at 210 West Wisconsin Avenue](#)

[60 Hanging Baskets along Riverwalk](#)

[2 pots on 5th Street between St. Paul and Michigan at Stone Creek Coffee](#)

[3 street beds at 833 East Michigan](#)

[4 street beds on west side of Broadway, north of Wisconsin at 250 Plaza](#)

[3 pots on east side of Broadway, north of Michigan at 600-612 North Broadway](#)

APPENDIX D

PROPOSED FORM OF AGREEMENT FOR SERVICES  
FOR HOLIDAY STREET DECOR

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**AGREEMENT FOR SERVICES**  
**(Holiday Street Decor)**

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

**RECITALS**

The Board and the Company acknowledge the following:

A. In summer of 2012, the Board solicited proposals to provide holiday street decor within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" 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.

B. The Board and the Company now enter into this Agreement for Services (Holiday Street Decor) to specify the terms upon which the Company would provide certain holiday street decor installation services to the District.

**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) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the chief executive officer of the District or such other persons designated by the Board (collectively, the "CEO"). The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during the year end holiday season and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, and holiday street decor necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all holiday street decor must be approved by the CEO prior to installation.**

(b) Holiday Street Decor. The Company shall provide holiday street decor, as mutually acceptable to the Company and the CEO, to decorate Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each annual holiday season.

(c) Zeidler Park Holiday Lights Program. The Company shall continue to administer the Zeidler Park Holiday Decor and associated install/de-stall servicing consistent with past practice and as set forth on the attached Exhibit B.

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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; (d) employee dishonesty or blanket fidelity crime coverage; and (e) cyber-security 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.

9. 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing holiday decor services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of holiday decor operations shall be \$ \_\_\_\_\_ in 2021, \$ \_\_\_\_\_ in 2022 and \$ \_\_\_\_\_ in 2023, which shall be the maximum annual costs to be paid by the Board to the Company for holiday decor (including the Zeidler Park Holiday Lights Program), provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement. Without specific written authorization of the Board, the Company cannot exceed the total holiday decor costs set forth in this Subsection. Any costs for holiday decor incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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. 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 fifteen 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.

(c) 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 providing holiday decor services as described in the current operating plan of 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 provision of holiday decor services to the District 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 provision of holiday decor services to the District 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 percent or greater in the Company's accounting practices.

13. 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

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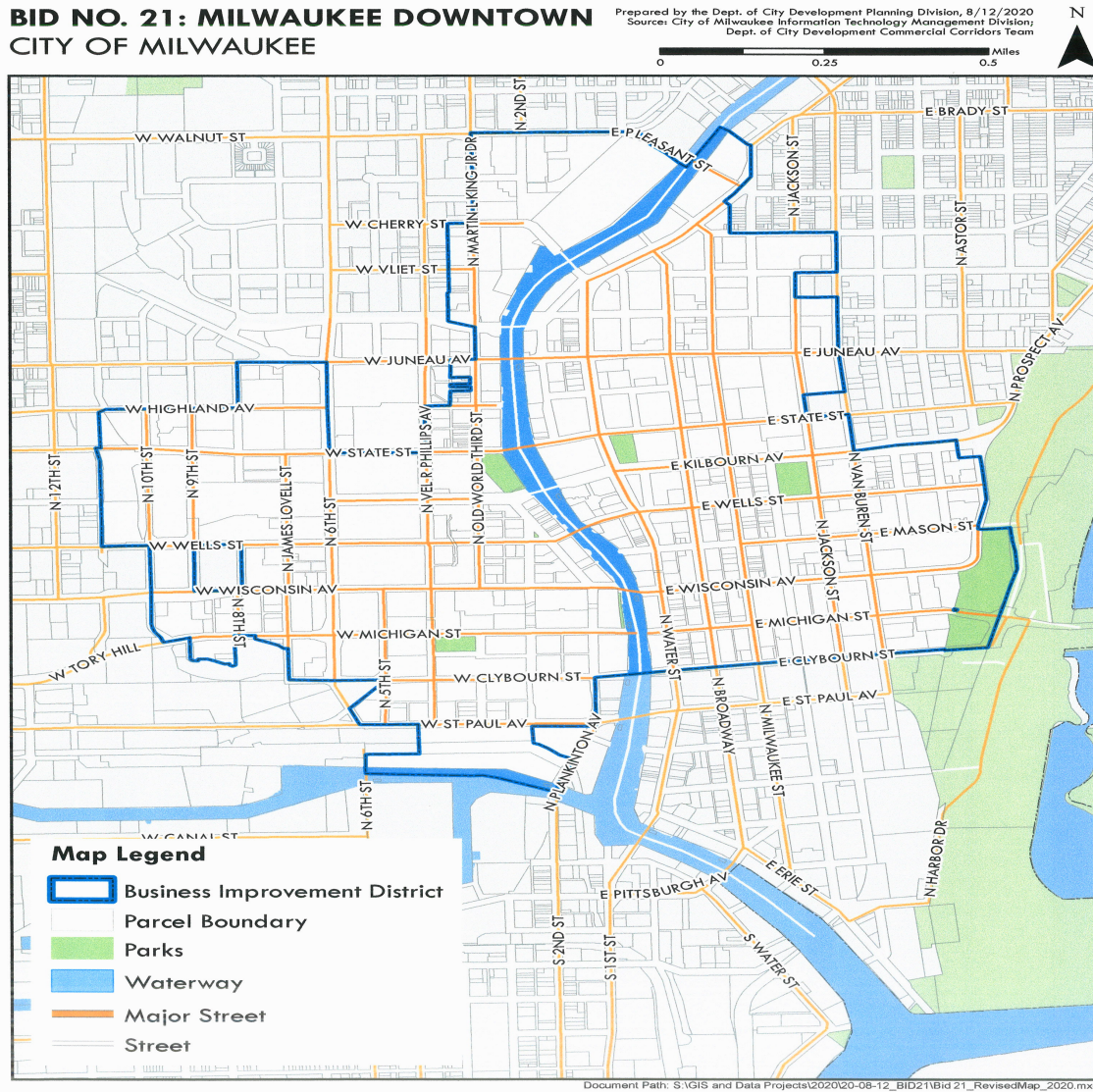


Exhibit A

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



|

APPENDIX [E](#)

CURRENT INVENTORY OF LANDSCAPED AREAS

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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 during Labor Costs**

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)
Landscape Equipment	\$_____(13)
Landscape 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)
<b><u>TOTALS</u></b>	
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)

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Page 27: [2] Deleted	Deborah C. Tomczyk	7/9/21 11:08:00 AM



MILWAUKEE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

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BID 21

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REQUEST FOR PROPOSALS

LANDSCAPE AND HOLIDAY STREET DECOR PROGRAMS

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July 12, 2021

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### EXHIBITS

A.	Staffing and Cost Analysis Form
B.	Job Classifications and Pay Rates
C.	Equipment Schedule
D.	Annual Costs of Operations and Company Fee

## A. REQUEST FOR PROPOSALS

### I. DEFINITIONS

1. "The District" shall refer to the Milwaukee Downtown Business Improvement District 21 of the City of Milwaukee (see Appendix A for the boundaries of the District).
2. "Landscape Program" shall refer to all aspects of administering, managing and providing the District's Landscape Program, as outlined in this document and all supporting Appendices and Exhibits.
3. "Holiday Street Decor Program" shall refer to all aspects of administering, managing and providing the District's Holiday Street Decor Program, as described in this document and all supporting Appendices and Exhibits.
4. "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.
5. "Company" shall refer to that party selected by the District to provide the services set forth herein.
6. "Agreement" shall refer to the contract to be executed between the Company and the District in accordance with these specifications (including the form of Agreements for Services attached hereto as Appendices C and D) and the Company's proposal submitted and accepted by the District, each of which shall be incorporated into the terms of the Agreement.
7. "Work" shall refer to the landscaping tasks specified in Appendices C and D, performed by the Company, its employees and subcontractors, if any.
8. "Change Order" shall refer to any modification to the Agreement signed by the Company and the District.
9. "Costs of Operation" shall refer to all costs and expenses, approved by the District, of managing and operating the Landscape Program and/or the Holiday Street Decor 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, supplies, equipment, transportation, insurance coverage, storage space and the furnishing, cleaning, maintenance and replacement of uniforms.

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## II. BACKGROUND

The mission of the District is "to lead and inspire believers in Milwaukee to engage in efforts that build Downtown as the thriving, sustainable, innovative and vibrant heart of the community". The District's vision is "to be an economic catalyst. . ." causing Downtown to emerge as a premier destination of choice and Milwaukee to become a renowned world-class region.

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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. 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 landscape and holiday street decor services under new Agreements as of January 1, 2022.

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## III. THE OPPORTUNITY

### A. Introduction

The District seeks to enter into Agreement(s) with the successful Proposer(s) to operate the Landscape Program and the Holiday Street Decor Program comprised of landscape and holiday street decor services within the boundaries of the District as outlined in the form of Agreements attached hereto as Appendices C and D. 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. A previous inventory of areas landscaped and maintained by the District in the past is attached hereto as Appendix E. However, the Proposer should undertake its own inventory of current conditions. The Agreement will specify the approximate landscape services to be provided as mutually agreed by the District and the successful Proposer.

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Through this Request for Proposals, the District is seeking: a) statements of qualifications from experienced companies which can provide a full complement of landscaping and/or holiday street decor services, b) detailed proposals for the operation of a proposed landscape and/or holiday street decor program and c) evidence that the Company will advance the philosophical goals of the District's clean, safe and friendly objectives.

## **B. Services**

The services to be provided by the successful Proposer(s) to implement a Landscape Program and a Holiday Street Decor Program pursuant to the terms of the Agreements shall include the following:

### LANDSCAPE PROGRAM

- (a) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners (the parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;
- (b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;
- (c) At the sole option of the CEO of the District, replacing some or all summer flowers and plants pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.
- (d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;
- (e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;
- (f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).
- (g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;
- (h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

**ALL PLANTINGS AND DISPLAYS MUST BE APPROVED BY THE DISTRICT'S CEO PRIOR TO INSTALLATION.**

#### HOLIDAY STREET DECOR PROGRAM

(a) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

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 Landscape Program and/or the Holiday Street Décor 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 Landscape Program and the Holiday Street Decor Program, and shall meet weekly with the Company during the seasons in which landscape and/or holiday street decor services are to be provided. 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 friendly goals.

The District has one central office/headquarters. The Company's Operations Manager shall serve as the Director of the 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

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**Deleted:** (a) → Initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all publicly owned pots, planters and tree wells in public rights of way within the District, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners; ¶

→ (b) → Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District; ¶

→ (c) → At the sole option of the District, replacing all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate; ¶

→ (d) → Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of the Agreement and in no event less than twice per week throughout each season; ¶

→ (e) → Daily monitoring and maintenance of all flower displays within the District through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate; ¶

→ (f) → Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the State Street Bridge; ¶

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in or adjacent to the District for the storage and maintenance of all equipment and materials and for the mobilization of employees required by either Program.

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The District will also enter into contracts for a Public Service Ambassador Program and a Clean Sweep Ambassador 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 Landscape 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 pre-proposal conference was held on Monday, July 12, 2021 at 10:00 a.m. via ZOOM.

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#### B) Pre-Qualification Phase

The District considered proposals submitted July 12, 2021 by all interested Proposers that demonstrated basic qualifications to manage and operate the Landscape Program and/or Holiday Street Decor Program.

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#### C) Proposals

The District is now requesting 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 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 are due in the office of

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

on Monday, August 16, 2021 no later than noon. The District reserves the right to reject any proposal received after that time.

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3. Submission of Proposal:

- a. All proposals shall be submitted electronically and with two (2) hard copies.
- 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 the District prior to the final selection of the Company.

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(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 friendly.
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 Landscape Program [and/or the Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#).
11. Letters of recommendation from owners of properties served by the Proposer and other appropriate parties attesting to the Proposers and proposed Operations Manager's ability and competence in the operation and management of landscape [and holiday street decor](#) programs.
12. A statement indicating the Proposers 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.

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14. The District, in consultation with the Company, will specify for 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.

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(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 Landscape Program [and/or Holiday Street Decor 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 friendly 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, 2022, and terminating on December 31, 2024, which may, by mutual consent, be extended for additional terms of one (1)

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year each. The District reserves the right to terminate the Agreement(s) without cause upon thirty (30) days written notice.

In any such extension of any 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.

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## VII. COMPENSATION OF COMPANY

Compensation of the Company for the management and operation of the Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor Program, and to operate the Landscape Program and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#), including but not limited to the following:

A. Operations

1. The Company will be responsible for the provision of the comprehensive Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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 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 friendly 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 friendly objectives of the District.

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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 Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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
- [Cyber Security Coverage](#)

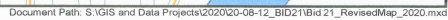
Each of the above (except statutory workers' compensation coverage) shall have limits of at least \$1 million per occurrence and \$3 million aggregate. In the event this coverage is "claims made" coverage and the Agreement is terminated or the insurance carrier changed, the Company shall purchase unlimited "tail coverage" for the benefit of the District. The 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(s), 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.

APPENDIX A  
DISTRICT MAP





APPENDIX B  
TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

## **APPENDIX B**

### TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

<u>Monday, July 12, 2021</u> 10:00 a.m.	Pre-Proposal Conference via <u>ZOOM</u> Reinhart Boerner Van Deuren s.c. 1000 North Water Street, Suite 1700 Milwaukee, WI 53202	<div>Deleted: Tuesday</div> <div>Deleted: May 5</div> <div>Deleted: 09</div> <div>Formatted: Indent: Left: 2", First line: 0.5"</div>
Monday, <u>July 12, 2021</u> Noon	Request for Qualifications due to Deborah C. Tomczyk	<div>Deleted: May</div> <div>Deleted: 09</div>
<u>Monday, August 16, 2021</u> 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	<div>Deleted: Friday</div> <div>Deleted: May 22</div> <div>Deleted: 09</div>
<u>End of August, 2021</u> ▼	Selected Proposers make presentations to District Subcommittee	<div>Deleted: Wednesday, May 27, 2009</div> <div>Deleted: afternoon</div>
<u>September, 2021</u>	Proposer(s) selected/Agreement negotiated	<div>Deleted: June</div> <div>Deleted: 09</div>

APPENDIX C

| PROPOSED FORM OF AGREEMENT FOR SERVICES [FOR LANDSCAPING](#)

Exhibit A

Boundaries of Business Improvement District No. 21

AGREEMENT FOR SERVICES  
(Landscaping)

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

RECITALS

The Board and the Company acknowledge the following:

A. On or about June 14, 2021, the Board circulated a Request for Qualifications for its Landscape Program (the "RFQ") inviting third parties to submit their qualifications for the provision of seasonal landscaping services within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" objectives of the District, all as set forth in the District's initial operating plan adopted by resolution no. 70900 of the Common Council of the City of Milwaukee dated October 14, 1997. On or about \_\_\_\_\_, 2021, the Board solicited a responsive proposal from the Company to provide certain seasonal landscaping services set forth below and in the Company's proposals.

B. The Board and the Company now enter into this Agreement for Services (Landscaping) to specify the terms upon which the Company will provide certain seasonal landscaping to the District.

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) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners. The parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;

(b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;

(c) At the sole option of the chief executive officer of the District (the "CEO"), replacing some or all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.

(d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;

(e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;

(f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).

(g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;

(h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

## 2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the CEO. The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during any planting, pre-planting or holiday seasons and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

## 3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, flowers and plants necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all plantings and displays must be approved by the CEO prior to installation.**

(b) Plantings. The Company shall provide sufficient summer and fall flowers and plantings, as mutually acceptable to the Company and the CEO, to complete initial planting of publicly owned pots, planters (including, but not limited to, 24 bike planter units), tree wells, specified privately owned pots, hanging planters along the riverwalk system within the District Boundaries. In addition, during each season throughout the term of this Agreement, the Company agrees to provide, plant and service for the District up to an additional 15 percent of the initial number of flowers and plants planted pursuant to this Agreement to replace damaged or destroyed flowers and plants. Designs for the summer color, fall color and holiday decorations displays shall be subject to review and approval by the CEO. In the event that DPW provides flowers and plants to the District, at no cost to either the District or the Company, for planting of publicly owned pots, planters and tree wells in public rights of way within the District Boundaries, the Company shall discount its services

provided under this Agreement and reduce the costs charged to the District pursuant to Section 12 and Exhibit C below by the fair market value of any flowers and/or plants provided by DPW.

(c) Hanging Planters. The Company will make available for purchase, by individual property owners, the Milwaukee Riverwalk District, Inc. or the District, new hanging planters (similar in quality and design with hanging planters currently used along the riverwalk system) at the price of \$333.00 per hanging planter. Such price shall include all costs related to the purchase of the hanging planters and hardware (\$ ) and all costs related to the liners, soil, flowers, plantings and installation of a new hanging planter on an existing pole along the riverwalk system (\$ ).

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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, and (e) cyber-security 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 "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.

9. Repairing Damage. The Company shall, at its sole cost, promptly repair or replace any property damaged, carried 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing landscaping services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of landscaping operations shall be \$\_\_\_\_\_ in 2022, \$\_\_\_\_\_ in 2023 and \$\_\_\_\_\_ in 2024, as set forth on the payment schedule attached hereto as Exhibit C, which shall be the maximum annual costs to be paid by the Board to the Company for landscaping, provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement and provided that, at the CEO's sole option, the CEO may elect to have the Court of Honor landscaped in a manner similar to past years at an annual cost of \$\_\_\_\_\_ per year. Without specific written authorization of the CEO, the Company cannot exceed the total landscaping costs set forth in this Subsection. Any costs for landscaping incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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 the Company in the previous 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 fifteen 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.

(c) 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 providing landscaping services as described in the current operating plan of 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 provision of landscaping services to the District 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 provision of landscaping services to the District prepared by an independent certified public accountant. The

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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 percent or greater in the Company's accounting practices.

13. Company as Independent Contractor. Nothing in this Agreement shall be deemed or construed as creating 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States Registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

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To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

19. Successors and Assigns. The Board may assign its interest in this Agreement at any time, provided that it notifies the Company of such assignment within a reasonable time thereof. The Company may not assign its interest in this Agreement to any party, whether by operation of law or otherwise, without the prior written consent of the Board which may be withheld in the Board's sole discretion. The Company may not subcontract all or any portion of its obligations under this Agreement without the prior written consent of the Board which may be withheld in the Board's sole discretion. The covenants and agreement herein contained shall bind and inure to the benefit of the parties and their permitted successors and assigns.

BOARD OF BUSINESS IMPROVEMENT DISTRICT NO. 21

BY \_\_\_\_\_  
Joseph Ullrich, Chair  
\_\_\_\_\_

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BY \_\_\_\_\_  
Its \_\_\_\_\_

State of Wisconsin )  
 ) ss  
Milwaukee County )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Joseph Ullrich 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.

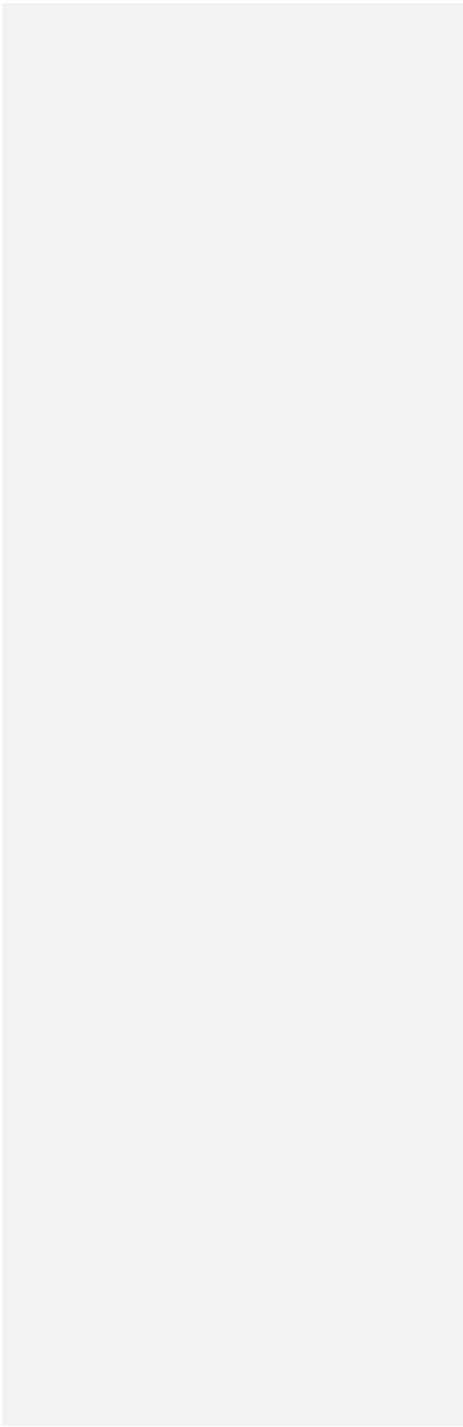
( \_\_\_\_\_ )  
Notary Public, State of Wisconsin  
My commission \_\_\_\_\_

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AUTHENTICATION

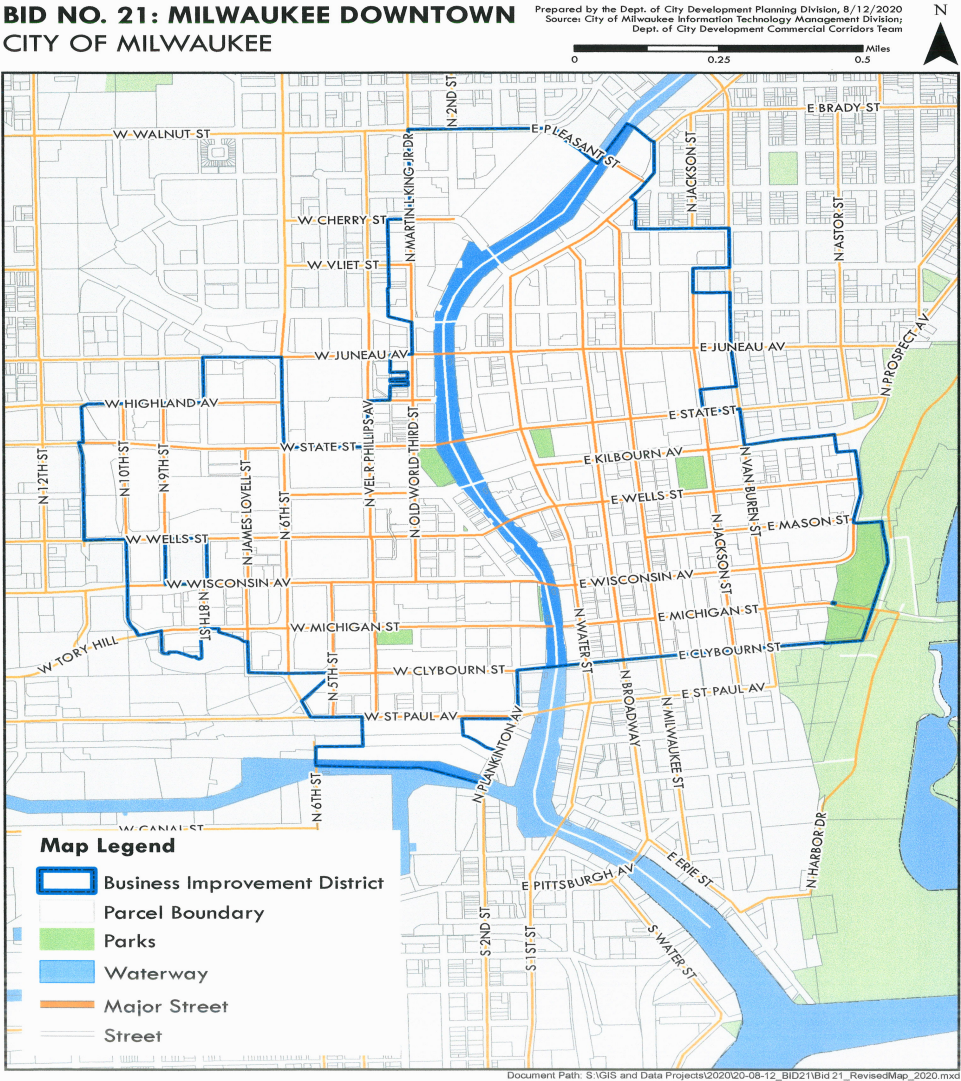
Signature of \_\_\_\_\_ authenticated  
on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Leborah C. Tomczyk



**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



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## EXHIBIT B

### Inventory of Landscape Bed/Planter/Container/Baskets

154 on-grade beds along Wisconsin Avenue, including 20 bike planter units

5 Bridge Planters

3 on Wells

2 on Wisconsin

11 planters at ASQ River Plaza

7 pots on Plankinton at Grand Avenue

18 pots on 2nd Street at Grand Avenue

8 on-grade beds for RACM between 4th and 5th on south side of Wisconsin Avenue.  
(NOTE: These 8 are included in the 154 total on Wisconsin Avenue. They are NOT 8  
additional beds.)

15 beds within the Court of Honor median on Wisconsin Avenue from 8th to 19th.

2 "landscape only" beds at 9th and Wisconsin. (Landscaping Maintenance Only . . . no  
color program.)

5 on-grade beds for City of Milwaukee at the library, on Wisconsin Avenue between 8th and  
9th Street. (NOTE: These 5 are included in the 154 total on Wisconsin Avenue. They are  
NOT 5 additional beds.)

10 planters at Schlitz Park Riverwalk

Old World Third Street area

35 on-grade Tree Beds

9 steel pots

8 pots at Kilbourn and 3rd (Calderone Club)

8 pots at 3rd and Wells

11 pots at area around 2nd/Wells/Plankinton

24 steel pots at Michigan and Plankinton

5 pots at Michigan and 3rd Street (Courtyard by Marriott)

[2 pots on Broadway at Wisconsin Avenue](#)

[2 pots on Broadway at Mason Street](#)

[1 pot on 3rd at Wisconsin Avenue](#)

[22 planters inset into the Riverwalk \(west side only\)](#)

[2 pots to be relocated to District Information Kiosk at 210 West Wisconsin Avenue](#)

[60 Hanging Baskets along Riverwalk](#)

[2 pots on 5th Street between St. Paul and Michigan at Stone Creek Coffee](#)

[3 street beds at 833 East Michigan](#)

[4 street beds on west side of Broadway, north of Wisconsin at 250 Plaza](#)

[3 pots on east side of Broadway, north of Michigan at 600-612 North Broadway](#)

APPENDIX D

PROPOSED FORM OF AGREEMENT FOR SERVICES  
FOR HOLIDAY STREET DECOR

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**AGREEMENT FOR SERVICES**  
**(Holiday Street Decor)**

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

**RECITALS**

The Board and the Company acknowledge the following:

A. In summer of 2012, the Board solicited proposals to provide holiday street decor within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" 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.

B. The Board and the Company now enter into this Agreement for Services (Holiday Street Decor) to specify the terms upon which the Company would provide certain holiday street decor installation services to the District.

**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) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the chief executive officer of the District or such other persons designated by the Board (collectively, the "CEO"). The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during the year end holiday season and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, and holiday street decor necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all holiday street decor must be approved by the CEO prior to installation.**

(b) Holiday Street Decor. The Company shall provide holiday street decor, as mutually acceptable to the Company and the CEO, to decorate Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each annual holiday season.

(c) Zeidler Park Holiday Lights Program. The Company shall continue to administer the Zeidler Park Holiday Decor and associated install/de-stall servicing consistent with past practice and as set forth on the attached Exhibit B.

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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; (d) employee dishonesty or blanket fidelity crime coverage; and (e) cyber-security 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.

9. 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing holiday decor services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of holiday decor operations shall be \$ \_\_\_\_\_ in 2021, \$ \_\_\_\_\_ in 2022 and \$ \_\_\_\_\_ in 2023, which shall be the maximum annual costs to be paid by the Board to the Company for holiday decor (including the Zeidler Park Holiday Lights Program), provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement. Without specific written authorization of the Board, the Company cannot exceed the total holiday decor costs set forth in this Subsection. Any costs for holiday decor incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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. 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 fifteen 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.

(c) 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 providing holiday decor services as described in the current operating plan of 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 provision of holiday decor services to the District 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 provision of holiday decor services to the District 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 percent or greater in the Company's accounting practices.

13. 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

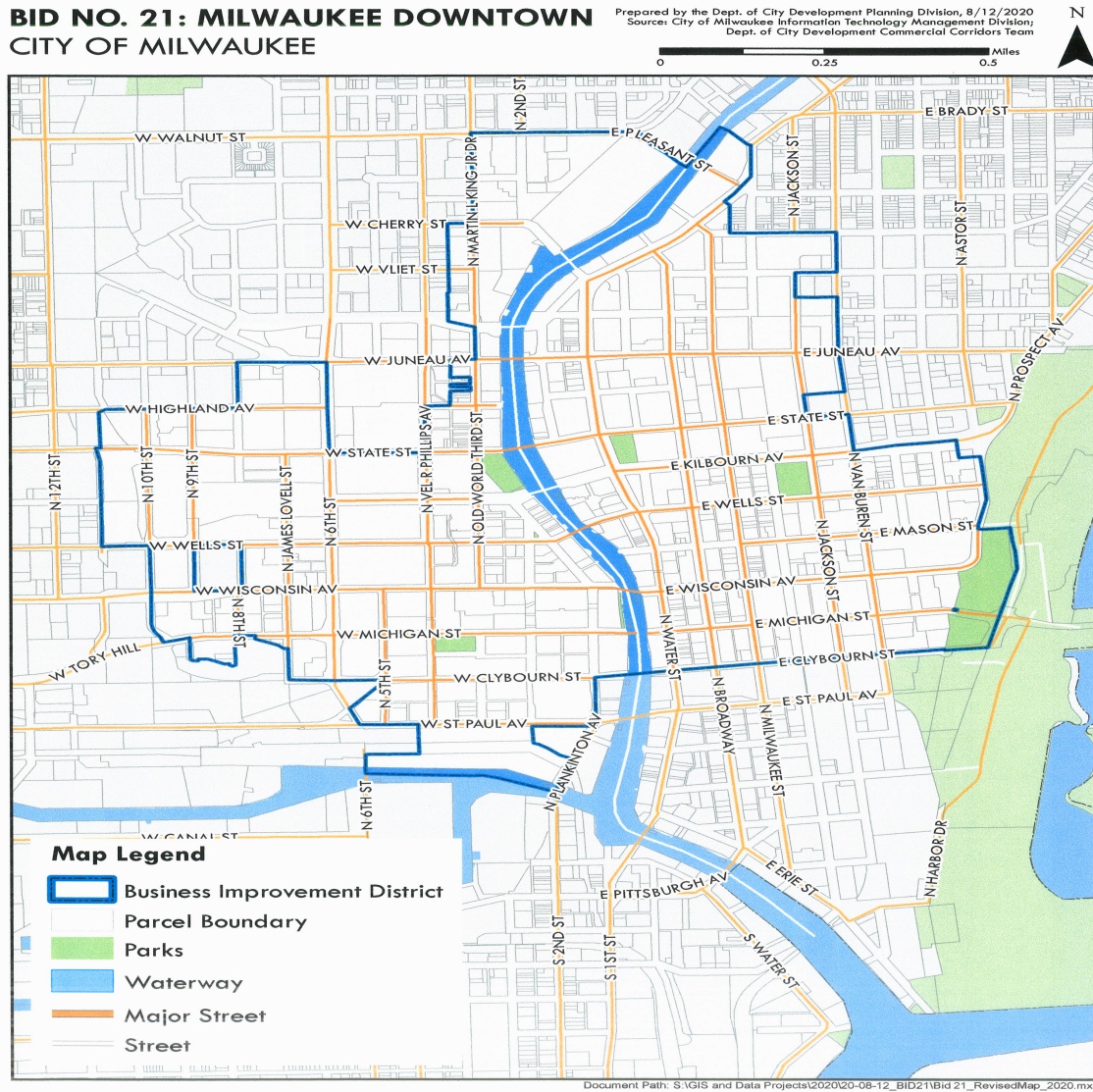


Exhibit A

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



|

APPENDIX [E](#)

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CURRENT INVENTORY OF LANDSCAPED AREAS

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 during Labor Costs**

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)
Landscape Equipment	\$_____(13)
Landscape 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)
<b><u>TOTALS</u></b>	
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)

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MILWAUKEE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

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BID 21

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REQUEST FOR PROPOSALS

LANDSCAPE AND HOLIDAY STREET DECOR PROGRAMS

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July 12, 2021

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### EXHIBITS

A.	Staffing and Cost Analysis Form
B.	Job Classifications and Pay Rates
C.	Equipment Schedule
D.	Annual Costs of Operations and Company Fee

## A. REQUEST FOR PROPOSALS

### I. DEFINITIONS

1. "The District" shall refer to the Milwaukee Downtown Business Improvement District 21 of the City of Milwaukee (see Appendix A for the boundaries of the District).

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2. "Landscape Program" shall refer to all aspects of administering, managing and providing the District's Landscape Program, as outlined in this document and all supporting Appendices and Exhibits.

3. "Holiday Street Decor Program" shall refer to all aspects of administering, managing and providing the District's Holiday Street Decor Program, as described in this document and all supporting Appendices and Exhibits.

4. "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.

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5. "Company" shall refer to that party selected by the District to provide the services set forth herein.

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6. "Agreement" shall refer to the contract to be executed between the Company and the District in accordance with these specifications (including the form of Agreements for Services attached hereto as Appendices C and D) and the Company's proposal submitted and accepted by the District, each of which shall be incorporated into the terms of the Agreement.

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7. "Work" shall refer to the landscaping tasks specified in Appendices C and D, performed by the Company, its employees and subcontractors, if any.

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8. "Change Order" shall refer to any modification to the Agreement signed by the Company and the District.

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9. "Costs of Operation" shall refer to all costs and expenses, approved by the District, of managing and operating the Landscape Program and/or the Holiday Street Decor 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, supplies, equipment, transportation, insurance coverage, storage space and the furnishing, cleaning, maintenance and replacement of uniforms.

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## II. BACKGROUND

The mission of the District is "to lead and inspire believers in Milwaukee to engage in efforts that build Downtown as the thriving, sustainable, innovative and vibrant heart of the community". The District's vision is "to be an economic catalyst. . ." causing Downtown to emerge as a premier destination of choice and Milwaukee to become a renowned world-class region.

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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. 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 landscape and holiday street decor services under new Agreements as of January 1, 2022.

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## III. THE OPPORTUNITY

### A. Introduction

The District seeks to enter into Agreement(s) with the successful Proposer(s) to operate the Landscape Program and the Holiday Street Decor Program comprised of landscape and holiday street decor services within the boundaries of the District as outlined in the form of Agreements attached hereto as Appendices C and D. 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. A previous inventory of areas landscaped and maintained by the District in the past is attached hereto as Appendix E. However, the Proposer should undertake its own inventory of current conditions. The Agreement will specify the approximate landscape services to be provided as mutually agreed by the District and the successful Proposer.

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Through this Request for Proposals, the District is seeking: a) statements of qualifications from experienced companies which can provide a full complement of landscaping and/or holiday street decor services, b) detailed proposals for the operation of a proposed landscape and/or holiday street decor program and c) evidence that the Company will advance the philosophical goals of the District's clean, safe and friendly objectives.



## B. Services

The services to be provided by the successful Proposer(s) to implement a Landscape Program and a Holiday Street Decor Program pursuant to the terms of the Agreements shall include the following:

### LANDSCAPE PROGRAM

- (a) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners (the parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;
- (b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;
- (c) At the sole option of the CEO of the District, replacing some or all summer flowers and plants pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.
- (d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;
- (e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;
- (f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).
- (g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;
- (h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

**ALL PLANTINGS AND DISPLAYS MUST BE APPROVED BY THE DISTRICT'S CEO PRIOR TO INSTALLATION.**

#### HOLIDAY STREET DECOR PROGRAM

(a) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

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 Landscape Program and/or the Holiday Street Décor 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 Landscape Program and the Holiday Street Decor Program, and shall meet weekly with the Company during the seasons in which landscape and/or holiday street decor services are to be provided. 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 friendly goals.

The District has one central office/headquarters. The Company's Operations Manager shall serve as the Director of the 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

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**Deleted:** (a) → Initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all publicly owned pots, planters and tree wells in public rights of way within the District, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners; ¶

→ (b) → Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District; ¶

→ (c) → At the sole option of the District, replacing all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate; ¶

→ (d) → Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of the Agreement and in no event less than twice per week throughout each season; ¶

→ (e) → Daily monitoring and maintenance of all flower displays within the District through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate; ¶

→ (f) → Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the State Street Bridge; ¶

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in or adjacent to the District for the storage and maintenance of all equipment and materials and for the mobilization of employees required by either Program.

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The District will also enter into contracts for a Public Service Ambassador Program and a Clean Sweep Ambassador 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 Landscape 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 pre-proposal conference was held on Monday, July 12, 2021 at 10:00 a.m. via ZOOM.

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#### B) Pre-Qualification Phase

The District considered proposals submitted July 12, 2021 by all interested Proposers that demonstrated basic qualifications to manage and operate the Landscape Program and/or Holiday Street Decor Program.

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#### C) Proposals

The District is now requesting 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 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 are due in the office of

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

on Monday, August 16, 2021 no later than noon. The District reserves the right to reject any proposal received after that time.

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3. Submission of Proposal:

- a. All proposals shall be submitted electronically and with two (2) hard copies.
- 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 the District prior to the final selection of the Company.

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(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 friendly.
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 Landscape Program [and/or the Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#).
11. Letters of recommendation from owners of properties served by the Proposer and other appropriate parties attesting to the Proposers and proposed Operations Manager's ability and competence in the operation and management of landscape [and holiday street decor](#) programs.
12. A statement indicating the Proposers 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.

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14. The District, in consultation with the Company, will specify for 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.

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(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 Landscape Program [and/or Holiday Street Decor 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 friendly 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, 2022, and terminating on December 31, 2024, which may, by mutual consent, be extended for additional terms of one (1)

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year each. The District reserves the right to terminate the Agreement(s) without cause upon thirty (30) days written notice.

In any such extension of any 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.

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## VII. COMPENSATION OF COMPANY

Compensation of the Company for the management and operation of the Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor Program, and to operate the Landscape Program and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#), including but not limited to the following:

A. Operations

1. The Company will be responsible for the provision of the comprehensive Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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 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 friendly 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 friendly objectives of the District.

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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 Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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
- [Cyber Security Coverage](#)

Each of the above (except statutory workers' compensation coverage) shall have limits of at least \$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 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(s), 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.

APPENDIX A  
DISTRICT MAP

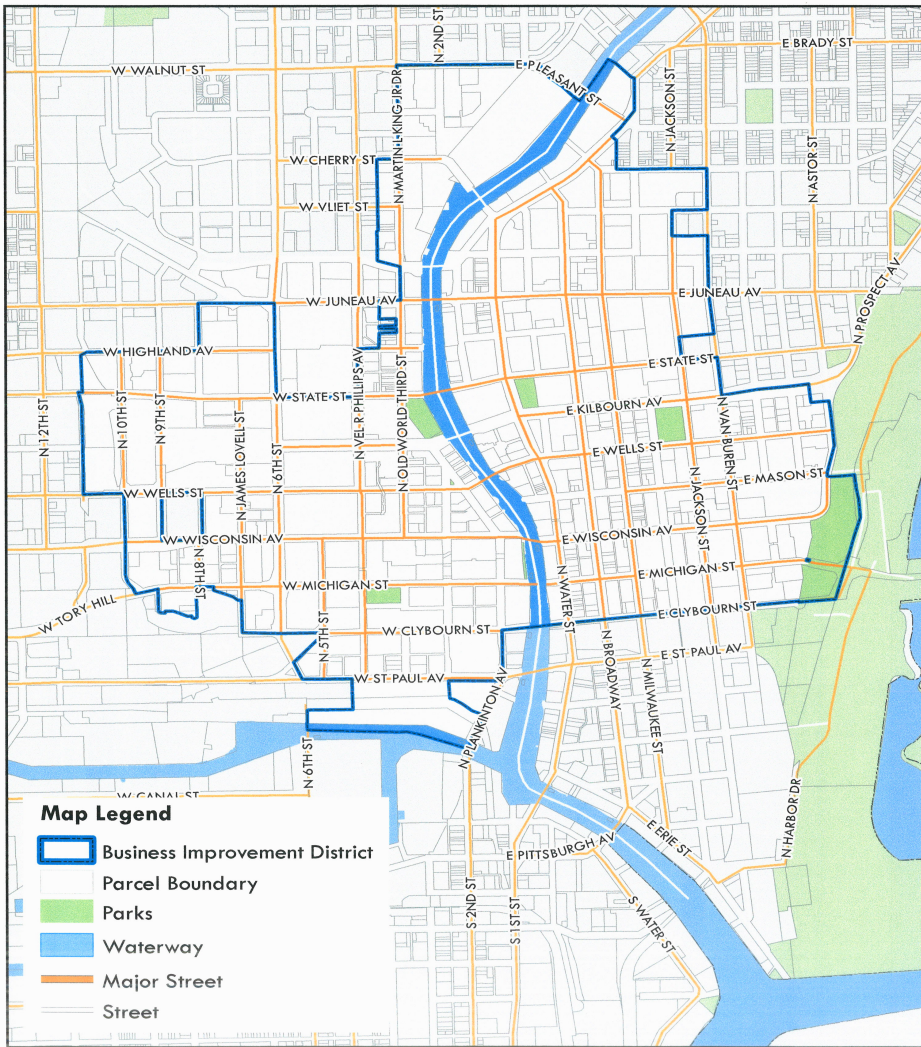
Exhibit A

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  
Sources: City of Milwaukee Information Technology Management Division;  
Dept. of City Development Commercial Corridors Team

0 0.25 0.5 Miles



APPENDIX B  
TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

## **APPENDIX B**

### **TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS**

<u>Monday, July 12, 2021</u> 10:00 a.m.	Pre-Proposal Conference via <b>ZOOM</b> Reinhart Boerner Van Deuren s.c. 1000 North Water Street, Suite 1700 Milwaukee, WI 53202	<div>Deleted: Tuesday</div> <div>Deleted: May 5</div> <div>Deleted: 09</div> <div>Formatted: Indent: Left: 2", First line: 0.5"</div>
Monday, <u>July 12, 2021</u> Noon	Request for Qualifications due to Deborah C. Tomczyk	<div>Deleted: May</div> <div>Deleted: 09</div>
<u>Monday, August 16, 2021</u> 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	<div>Deleted: Friday</div> <div>Deleted: May 22</div> <div>Deleted: 09</div>
<u>End of August, 2021</u> ▼	Selected Proposers make presentations to District Subcommittee	<div>Deleted: Wednesday, May 27, 2009</div> <div>Deleted: afternoon</div>
<u>September, 2021</u>	Proposer(s) selected/Agreement negotiated	<div>Deleted: June</div> <div>Deleted: 09</div>

APPENDIX C

| PROPOSED FORM OF AGREEMENT FOR SERVICES [FOR LANDSCAPING](#)

Exhibit A

Boundaries of Business Improvement District No. 21

AGREEMENT FOR SERVICES  
(Landscaping)

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

RECITALS

The Board and the Company acknowledge the following:

A. On or about June 14, 2021, the Board circulated a Request for Qualifications for its Landscape Program (the "RFQ") inviting third parties to submit their qualifications for the provision of seasonal landscaping services within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" objectives of the District, all as set forth in the District's initial operating plan adopted by resolution no. 70900 of the Common Council of the City of Milwaukee dated October 14, 1997. On or about \_\_\_\_\_, 2021, the Board solicited a responsive proposal from the Company to provide certain seasonal landscaping services set forth below and in the Company's proposals.

B. The Board and the Company now enter into this Agreement for Services (Landscaping) to specify the terms upon which the Company will provide certain seasonal landscaping to the District.

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) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners. The parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;

(b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;

(c) At the sole option of the chief executive officer of the District (the "CEO"), replacing some or all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.

(d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;



(e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;

(f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).

(g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;

(h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

## 2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the CEO. The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during any planting, pre-planting or holiday seasons and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

## 3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, flowers and plants necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all plantings and displays must be approved by the CEO prior to installation.**

(b) Plantings. The Company shall provide sufficient summer and fall flowers and plantings, as mutually acceptable to the Company and the CEO, to complete initial planting of publicly owned pots, planters (including, but not limited to, 24 bike planter units), tree wells, specified privately owned pots, hanging planters along the riverwalk system within the District Boundaries. In addition, during each season throughout the term of this Agreement, the Company agrees to provide, plant and service for the District up to an additional 15 percent of the initial number of flowers and plants planted pursuant to this Agreement to replace damaged or destroyed flowers and plants. Designs for the summer color, fall color and holiday decorations displays shall be subject to review and approval by the CEO. In the event that DPW provides flowers and plants to the District, at no cost to either the District or the Company, for planting of publicly owned pots, planters and tree wells in public rights of way within the District Boundaries, the Company shall discount its services

provided under this Agreement and reduce the costs charged to the District pursuant to Section 12 and Exhibit C below by the fair market value of any flowers and/or plants provided by DPW.

(c) Hanging Planters. The Company will make available for purchase, by individual property owners, the Milwaukee Riverwalk District, Inc. or the District, new hanging planters (similar in quality and design with hanging planters currently used along the riverwalk system) at the price of \$333.00 per hanging planter. Such price shall include all costs related to the purchase of the hanging planters and hardware (\$ ) and all costs related to the liners, soil, flowers, plantings and installation of a new hanging planter on an existing pole along the riverwalk system (\$ ).

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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, and (e) cyber-security 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 "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.

9. Repairing Damage. The Company shall, at its sole cost, promptly repair or replace any property damaged, carried 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing landscaping services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of landscaping operations shall be \$\_\_\_\_\_ in 2022, \$\_\_\_\_\_ in 2023 and \$\_\_\_\_\_ in 2024, as set forth on the payment schedule attached hereto as Exhibit C, which shall be the maximum annual costs to be paid by the Board to the Company for landscaping, provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement and provided that, at the CEO's sole option, the CEO may elect to have the Court of Honor landscaped in a manner similar to past years at an annual cost of \$\_\_\_\_\_ per year. Without specific written authorization of the CEO, the Company cannot exceed the total landscaping costs set forth in this Subsection. Any costs for landscaping incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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 the Company in the previous 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 fifteen 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.

(c) 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 providing landscaping services as described in the current operating plan of 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 provision of landscaping services to the District 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 provision of landscaping services to the District prepared by an independent certified public accountant. The

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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 percent or greater in the Company's accounting practices.

13. Company as Independent Contractor. Nothing in this Agreement shall be deemed or construed as creating 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States Registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

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To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

19. Successors and Assigns. The Board may assign its interest in this Agreement at any time, provided that it notifies the Company of such assignment within a reasonable time thereof. The Company may not assign its interest in this Agreement to any party, whether by operation of law or otherwise, without the prior written consent of the Board which may be withheld in the Board's sole discretion. The Company may not subcontract all or any portion of its obligations under this Agreement without the prior written consent of the Board which may be withheld in the Board's sole discretion. The covenants and agreement herein contained shall bind and inure to the benefit of the parties and their permitted successors and assigns.

BOARD OF BUSINESS IMPROVEMENT DISTRICT NO. 21

BY \_\_\_\_\_  
Joseph Ullrich, Chair  
\_\_\_\_\_

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BY \_\_\_\_\_  
Its \_\_\_\_\_

State of Wisconsin )  
 ) ss  
Milwaukee County )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Joseph Ullrich 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.

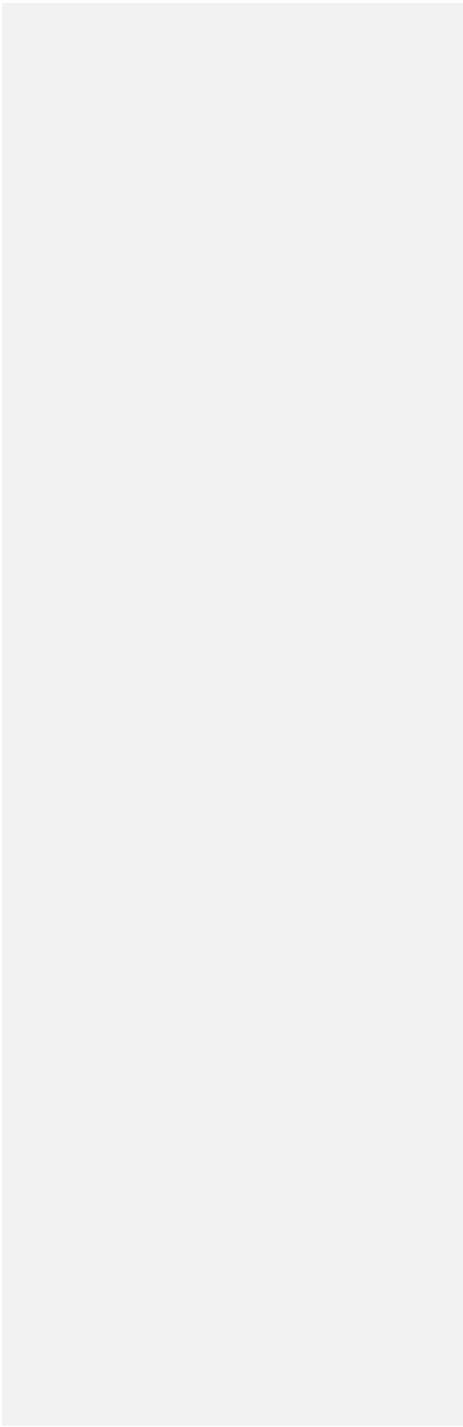
( \_\_\_\_\_ )  
Notary Public, State of Wisconsin  
My commission \_\_\_\_\_

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AUTHENTICATION

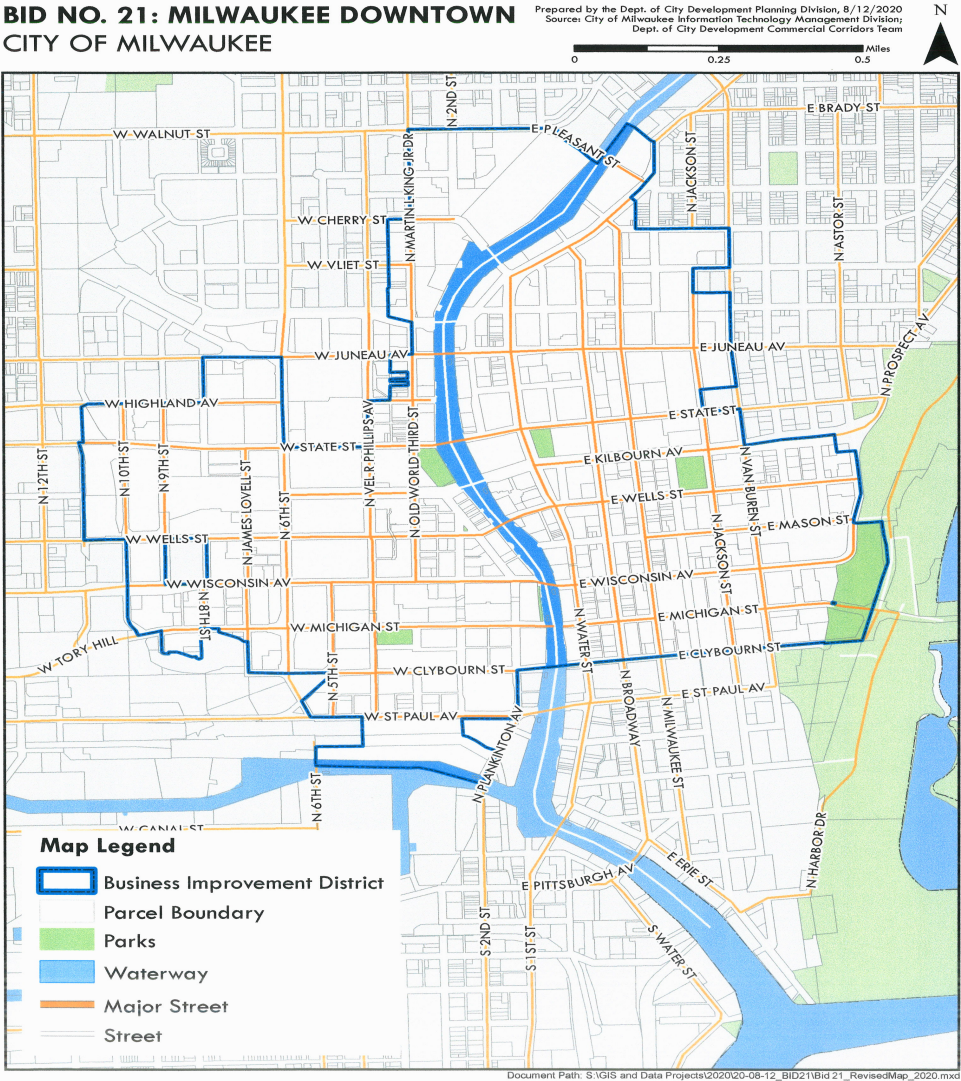
Signature of \_\_\_\_\_ authenticated  
on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Leborah C. Tomczyk



**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



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## EXHIBIT B

### Inventory of Landscape Bed/Planter/Container/Baskets

154 on-grade beds along Wisconsin Avenue, including 20 bike planter units

5 Bridge Planters

3 on Wells

2 on Wisconsin

11 planters at ASQ River Plaza

7 pots on Plankinton at Grand Avenue

18 pots on 2nd Street at Grand Avenue

8 on-grade beds for RACM between 4th and 5th on south side of Wisconsin Avenue.  
(NOTE: These 8 are included in the 154 total on Wisconsin Avenue. They are NOT 8 additional beds.)

15 beds within the Court of Honor median on Wisconsin Avenue from 8th to 19th.

2 "landscape only" beds at 9th and Wisconsin. (Landscaping Maintenance Only . . . no color program.)

5 on-grade beds for City of Milwaukee at the library, on Wisconsin Avenue between 8th and 9th Street. (NOTE: These 5 are included in the 154 total on Wisconsin Avenue. They are NOT 5 additional beds.)

10 planters at Schlitz Park Riverwalk

Old World Third Street area

35 on-grade Tree Beds

9 steel pots

8 pots at Kilbourn and 3rd (Calderone Club)

8 pots at 3rd and Wells

11 pots at area around 2nd/Wells/Plankinton

24 steel pots at Michigan and Plankinton

5 pots at Michigan and 3rd Street (Courtyard by Marriott)



[2 pots on Broadway at Wisconsin Avenue](#)

[2 pots on Broadway at Mason Street](#)

[1 pot on 3rd at Wisconsin Avenue](#)

[22 planters inset into the Riverwalk \(west side only\)](#)

[2 pots to be relocated to District Information Kiosk at 210 West Wisconsin Avenue](#)

[60 Hanging Baskets along Riverwalk](#)

[2 pots on 5th Street between St. Paul and Michigan at Stone Creek Coffee](#)

[3 street beds at 833 East Michigan](#)

[4 street beds on west side of Broadway, north of Wisconsin at 250 Plaza](#)

[3 pots on east side of Broadway, north of Michigan at 600-612 North Broadway](#)

APPENDIX D

PROPOSED FORM OF AGREEMENT FOR SERVICES  
FOR HOLIDAY STREET DECOR

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**AGREEMENT FOR SERVICES**  
**(Holiday Street Decor)**

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

**RECITALS**

The Board and the Company acknowledge the following:

A. In summer of 2012, the Board solicited proposals to provide holiday street decor within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" 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.

B. The Board and the Company now enter into this Agreement for Services (Holiday Street Decor) to specify the terms upon which the Company would provide certain holiday street decor installation services to the District.

**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) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the chief executive officer of the District or such other persons designated by the Board (collectively, the "CEO"). The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during the year end holiday season and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, and holiday street decor necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all holiday street decor must be approved by the CEO prior to installation.**

(b) Holiday Street Decor. The Company shall provide holiday street decor, as mutually acceptable to the Company and the CEO, to decorate Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each annual holiday season.

(c) Zeidler Park Holiday Lights Program. The Company shall continue to administer the Zeidler Park Holiday Decor and associated install/de-stall servicing consistent with past practice and as set forth on the attached Exhibit B.

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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; (d) employee dishonesty or blanket fidelity crime coverage; and (e) cyber-security 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.

9. 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing holiday decor services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of holiday decor operations shall be \$ \_\_\_\_\_ in 2021, \$ \_\_\_\_\_ in 2022 and \$ \_\_\_\_\_ in 2023, which shall be the maximum annual costs to be paid by the Board to the Company for holiday decor (including the Zeidler Park Holiday Lights Program), provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement. Without specific written authorization of the Board, the Company cannot exceed the total holiday decor costs set forth in this Subsection. Any costs for holiday decor incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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. 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 fifteen 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.

(c) 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 providing holiday decor services as described in the current operating plan of 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 provision of holiday decor services to the District 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 provision of holiday decor services to the District 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 percent or greater in the Company's accounting practices.

13. 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.



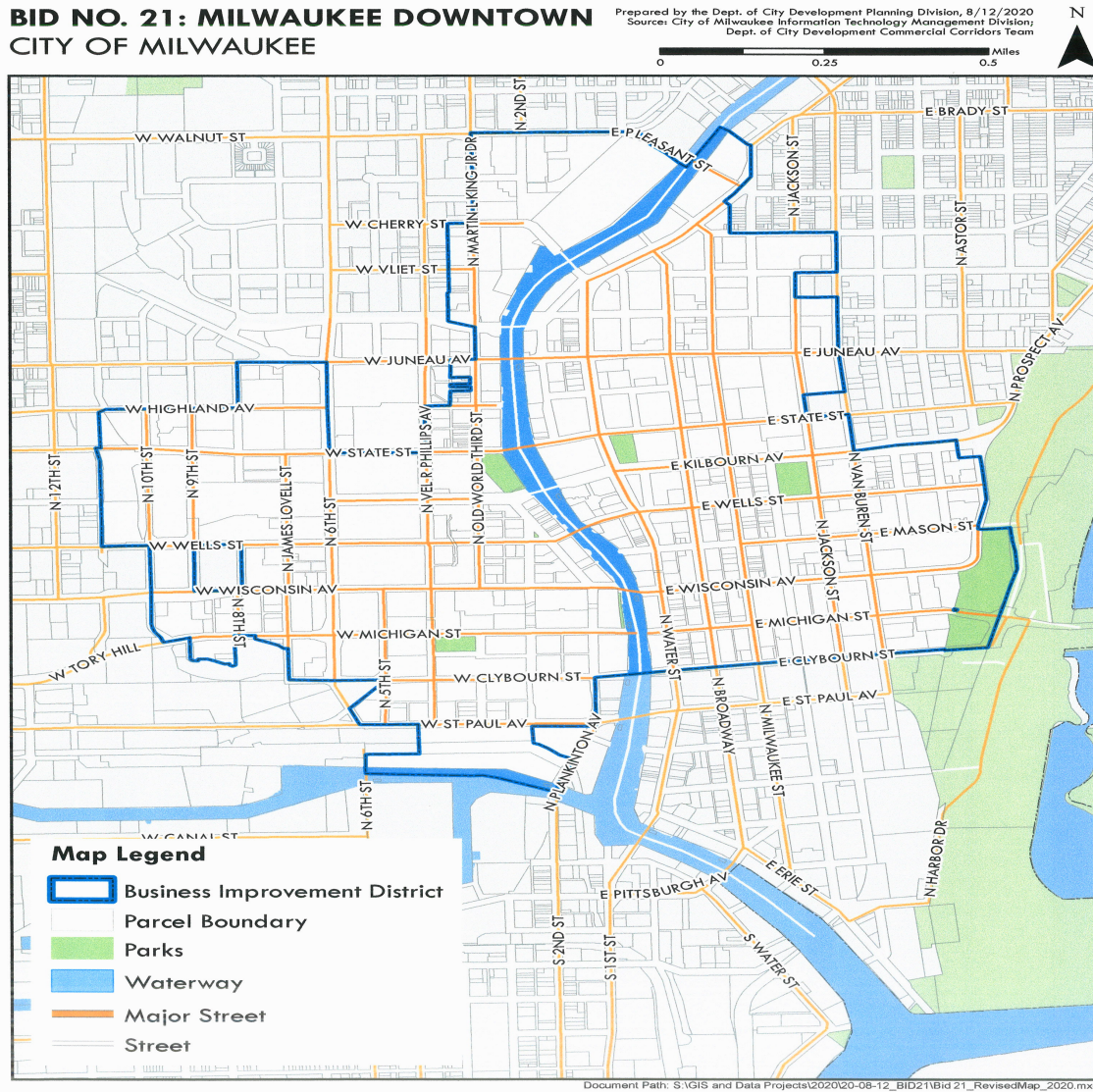


Exhibit A

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



|

APPENDIX [E](#)

CURRENT INVENTORY OF LANDSCAPED AREAS

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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 during Labor Costs**

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)
Landscape Equipment	\$_____(13)
Landscape 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)
<b><u>TOTALS</u></b>	
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)

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MILWAUKEE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

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REQUEST FOR PROPOSALS

LANDSCAPE AND HOLIDAY STREET DECOR PROGRAMS

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July 12, 2021

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### APPENDICES

A.	District Map of Milwaukee <a href="#">Downtown BID 21</a> .....	
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### EXHIBITS

A.	Staffing and Cost Analysis Form
B.	Job Classifications and Pay Rates
C.	Equipment Schedule
D.	Annual Costs of Operations and Company Fee

## A. REQUEST FOR PROPOSALS

### I. DEFINITIONS

1. "The District" shall refer to the Milwaukee Downtown Business Improvement District 21 of the City of Milwaukee (see Appendix A for the boundaries of the District).

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2. "Landscape Program" shall refer to all aspects of administering, managing and providing the District's Landscape Program, as outlined in this document and all supporting Appendices and Exhibits.

3. "Holiday Street Decor Program" shall refer to all aspects of administering, managing and providing the District's Holiday Street Decor Program, as described in this document and all supporting Appendices and Exhibits.

4. "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.

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5. "Company" shall refer to that party selected by the District to provide the services set forth herein.

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6. "Agreement" shall refer to the contract to be executed between the Company and the District in accordance with these specifications (including the form of Agreements for Services attached hereto as Appendices C and D) and the Company's proposal submitted and accepted by the District, each of which shall be incorporated into the terms of the Agreement.

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7. "Work" shall refer to the landscaping tasks specified in Appendices C and D, performed by the Company, its employees and subcontractors, if any.

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8. "Change Order" shall refer to any modification to the Agreement signed by the Company and the District.

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9. "Costs of Operation" shall refer to all costs and expenses, approved by the District, of managing and operating the Landscape Program and/or the Holiday Street Decor 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, supplies, equipment, transportation, insurance coverage, storage space and the furnishing, cleaning, maintenance and replacement of uniforms.

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## II. BACKGROUND

The mission of the District is "to lead and inspire believers in Milwaukee to engage in efforts that build Downtown as the thriving, sustainable, innovative and vibrant heart of the community". The District's vision is "to be an economic catalyst. . ." causing Downtown to emerge as a premier destination of choice and Milwaukee to become a renowned world-class region.

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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. 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 landscape and holiday street decor services under new Agreements as of January 1, 2022.

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## III. THE OPPORTUNITY

### A. Introduction

The District seeks to enter into Agreement(s) with the successful Proposer(s) to operate the Landscape Program and the Holiday Street Decor Program comprised of landscape and holiday street decor services within the boundaries of the District as outlined in the form of Agreements attached hereto as Appendices C and D. 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. A previous inventory of areas landscaped and maintained by the District in the past is attached hereto as Appendix E. However, the Proposer should undertake its own inventory of current conditions. The Agreement will specify the approximate landscape services to be provided as mutually agreed by the District and the successful Proposer.

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Through this Request for Proposals, the District is seeking: a) statements of qualifications from experienced companies which can provide a full complement of landscaping and/or holiday street decor services, b) detailed proposals for the operation of a proposed landscape and/or holiday street decor program and c) evidence that the Company will advance the philosophical goals of the District's clean, safe and friendly objectives.

## B. Services

The services to be provided by the successful Proposer(s) to implement a Landscape Program and a Holiday Street Decor Program pursuant to the terms of the Agreements shall include the following:

### LANDSCAPE PROGRAM

- (a) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners (the parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;
- (b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;
- (c) At the sole option of the CEO of the District, replacing some or all summer flowers and plants pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.
- (d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;
- (e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;
- (f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).
- (g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;
- (h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

**ALL PLANTINGS AND DISPLAYS MUST BE APPROVED BY THE DISTRICT'S CEO PRIOR TO INSTALLATION.**

#### HOLIDAY STREET DECOR PROGRAM

(a) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

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 Landscape Program and/or the Holiday Street Décor 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 Landscape Program and the Holiday Street Decor Program, and shall meet weekly with the Company during the seasons in which landscape and/or holiday street decor services are to be provided. 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 friendly goals.

The District has one central office/headquarters. The Company's Operations Manager shall serve as the Director of the 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

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**Deleted:** (a) → Initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all publicly owned pots, planters and tree wells in public rights of way within the District, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners; ¶

→ (b) → Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District; ¶

→ (c) → At the sole option of the District, replacing all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate; ¶

→ (d) → Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of the Agreement and in no event less than twice per week throughout each season; ¶

→ (e) → Daily monitoring and maintenance of all flower displays within the District through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate; ¶

→ (f) → Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the State Street Bridge; ¶

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in or adjacent to the District for the storage and maintenance of all equipment and materials and for the mobilization of employees required by either Program.

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The District will also enter into contracts for a Public Service Ambassador Program and a Clean Sweep Ambassador 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 Landscape 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 pre-proposal conference was held on Monday, July 12, 2021 at 10:00 a.m. via ZOOM.

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#### B) Pre-Qualification Phase

The District considered proposals submitted July 12, 2021 by all interested Proposers that demonstrated basic qualifications to manage and operate the Landscape Program and/or Holiday Street Decor Program.

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#### C) Proposals

The District is now requesting 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 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 are due in the office of

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

on Monday, August 16, 2021 no later than noon. The District reserves the right to reject any proposal received after that time.

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3. Submission of Proposal:

- a. All proposals shall be submitted electronically and with two (2) hard copies.
- 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 the District prior to the final selection of the Company.

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(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 friendly.
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 Landscape Program [and/or the Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#).
11. Letters of recommendation from owners of properties served by the Proposer and other appropriate parties attesting to the Proposers and proposed Operations Manager's ability and competence in the operation and management of landscape [and holiday street decor](#) programs.
12. A statement indicating the Proposers 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.

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14. The District, in consultation with the Company, will specify for 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.

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(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 Landscape Program [and/or Holiday Street Decor 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 friendly 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, 2022, and terminating on December 31, 2024, which may, by mutual consent, be extended for additional terms of one (1)

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year each. The District reserves the right to terminate the Agreement(s) without cause upon thirty (30) days written notice.

In any such extension of any 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.

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## VII. COMPENSATION OF COMPANY

Compensation of the Company for the management and operation of the Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor Program, and to operate the Landscape Program and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#), including but not limited to the following:

A. Operations

1. The Company will be responsible for the provision of the comprehensive Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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 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 friendly 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 friendly objectives of the District.

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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 Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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
- [Cyber Security Coverage](#)

Each of the above (except statutory workers' compensation coverage) shall have limits of at least \$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 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(s), 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.

APPENDIX A  
DISTRICT MAP

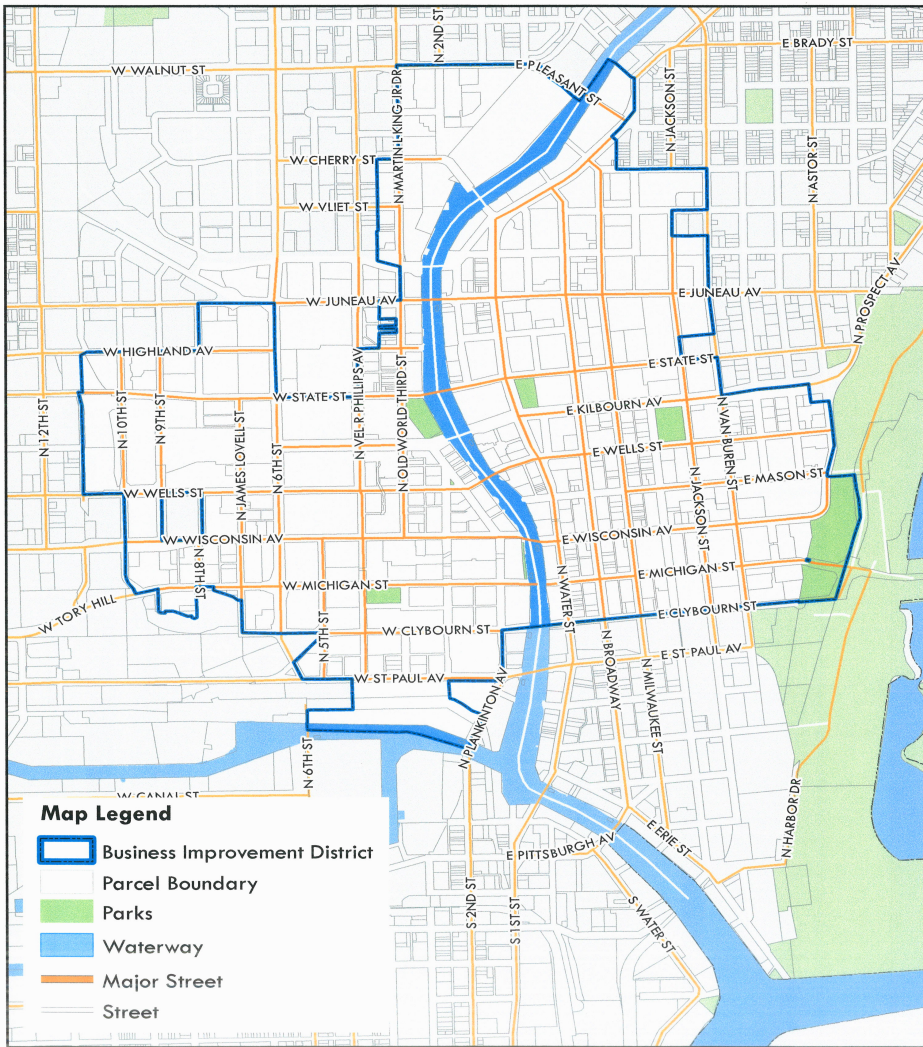
Exhibit A

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  
Sources: City of Milwaukee Information Technology Management Division;  
Dept. of City Development Commercial Corridors Team

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APPENDIX B  
TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

## **APPENDIX B**

### TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

<u>Monday, July 12, 2021</u> 10:00 a.m.	Pre-Proposal Conference via <u>ZOOM</u> Reinhart Boerner Van Deuren s.c. 1000 North Water Street, Suite 1700 Milwaukee, WI 53202	<div>Deleted: Tuesday</div> <div>Deleted: May 5</div> <div>Deleted: 09</div> <div>Formatted: Indent: Left: 2", First line: 0.5"</div>
Monday, <u>July 12, 2021</u> Noon	Request for Qualifications due to Deborah C. Tomczyk	<div>Deleted: May</div> <div>Deleted: 09</div>
<u>Monday, August 16, 2021</u> 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	<div>Deleted: Friday</div> <div>Deleted: May 22</div> <div>Deleted: 09</div>
<u>End of August, 2021</u> ▼	Selected Proposers make presentations to District Subcommittee	<div>Deleted: Wednesday, May 27, 2009</div> <div>Deleted: afternoon</div>
<u>September, 2021</u>	Proposer(s) selected/Agreement negotiated	<div>Deleted: June</div> <div>Deleted: 09</div>

APPENDIX C

| PROPOSED FORM OF AGREEMENT FOR SERVICES [FOR LANDSCAPING](#)

Exhibit A

Boundaries of Business Improvement District No. 21

AGREEMENT FOR SERVICES  
(Landscaping)

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

RECITALS

The Board and the Company acknowledge the following:

A. On or about June 14, 2021, the Board circulated a Request for Qualifications for its Landscape Program (the "RFQ") inviting third parties to submit their qualifications for the provision of seasonal landscaping services within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" objectives of the District, all as set forth in the District's initial operating plan adopted by resolution no. 70900 of the Common Council of the City of Milwaukee dated October 14, 1997. On or about \_\_\_\_\_, 2021, the Board solicited a responsive proposal from the Company to provide certain seasonal landscaping services set forth below and in the Company's proposals.

B. The Board and the Company now enter into this Agreement for Services (Landscaping) to specify the terms upon which the Company will provide certain seasonal landscaping to the District.

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) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners. The parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;

(b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;

(c) At the sole option of the chief executive officer of the District (the "CEO"), replacing some or all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.

(d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;

(e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;

(f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).

(g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;

(h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

## 2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the CEO. The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during any planting, pre-planting or holiday seasons and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

## 3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, flowers and plants necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all plantings and displays must be approved by the CEO prior to installation.**

(b) Plantings. The Company shall provide sufficient summer and fall flowers and plantings, as mutually acceptable to the Company and the CEO, to complete initial planting of publicly owned pots, planters (including, but not limited to, 24 bike planter units), tree wells, specified privately owned pots, hanging planters along the riverwalk system within the District Boundaries. In addition, during each season throughout the term of this Agreement, the Company agrees to provide, plant and service for the District up to an additional 15 percent of the initial number of flowers and plants planted pursuant to this Agreement to replace damaged or destroyed flowers and plants. Designs for the summer color, fall color and holiday decorations displays shall be subject to review and approval by the CEO. In the event that DPW provides flowers and plants to the District, at no cost to either the District or the Company, for planting of publicly owned pots, planters and tree wells in public rights of way within the District Boundaries, the Company shall discount its services

provided under this Agreement and reduce the costs charged to the District pursuant to Section 12 and Exhibit C below by the fair market value of any flowers and/or plants provided by DPW.

(c) Hanging Planters. The Company will make available for purchase, by individual property owners, the Milwaukee Riverwalk District, Inc. or the District, new hanging planters (similar in quality and design with hanging planters currently used along the riverwalk system) at the price of \$333.00 per hanging planter. Such price shall include all costs related to the purchase of the hanging planters and hardware (\$ ) and all costs related to the liners, soil, flowers, plantings and installation of a new hanging planter on an existing pole along the riverwalk system (\$ ).

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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, and (e) cyber-security 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 "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.

9. Repairing Damage. The Company shall, at its sole cost, promptly repair or replace any property damaged, carried 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing landscaping services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of landscaping operations shall be \$\_\_\_\_\_ in 2022, \$\_\_\_\_\_ in 2023 and \$\_\_\_\_\_ in 2024, as set forth on the payment schedule attached hereto as Exhibit C, which shall be the maximum annual costs to be paid by the Board to the Company for landscaping, provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement and provided that, at the CEO's sole option, the CEO may elect to have the Court of Honor landscaped in a manner similar to past years at an annual cost of \$\_\_\_\_\_ per year. Without specific written authorization of the CEO, the Company cannot exceed the total landscaping costs set forth in this Subsection. Any costs for landscaping incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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 the Company in the previous 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 fifteen 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.

(c) 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 providing landscaping services as described in the current operating plan of 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 provision of landscaping services to the District 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 provision of landscaping services to the District prepared by an independent certified public accountant. The

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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 percent or greater in the Company's accounting practices.

13. Company as Independent Contractor. Nothing in this Agreement shall be deemed or construed as creating 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States Registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

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To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

19. Successors and Assigns. The Board may assign its interest in this Agreement at any time, provided that it notifies the Company of such assignment within a reasonable time thereof. The Company may not assign its interest in this Agreement to any party, whether by operation of law or otherwise, without the prior written consent of the Board which may be withheld in the Board's sole discretion. The Company may not subcontract all or any portion of its obligations under this Agreement without the prior written consent of the Board which may be withheld in the Board's sole discretion. The covenants and agreement herein contained shall bind and inure to the benefit of the parties and their permitted successors and assigns.

BOARD OF BUSINESS IMPROVEMENT DISTRICT NO. 21

BY \_\_\_\_\_  
Joseph Ullrich, Chair  
\_\_\_\_\_

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BY \_\_\_\_\_  
Its \_\_\_\_\_

State of Wisconsin )  
 ) ss  
Milwaukee County )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Joseph Ullrich 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.

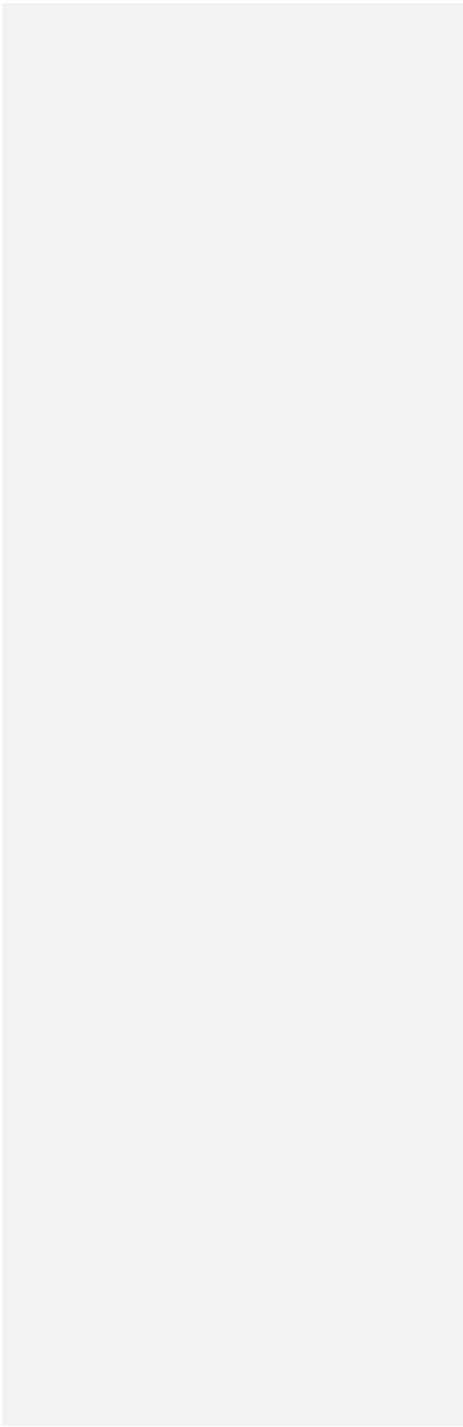
( \_\_\_\_\_ )  
Notary Public, State of Wisconsin  
My commission \_\_\_\_\_

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AUTHENTICATION

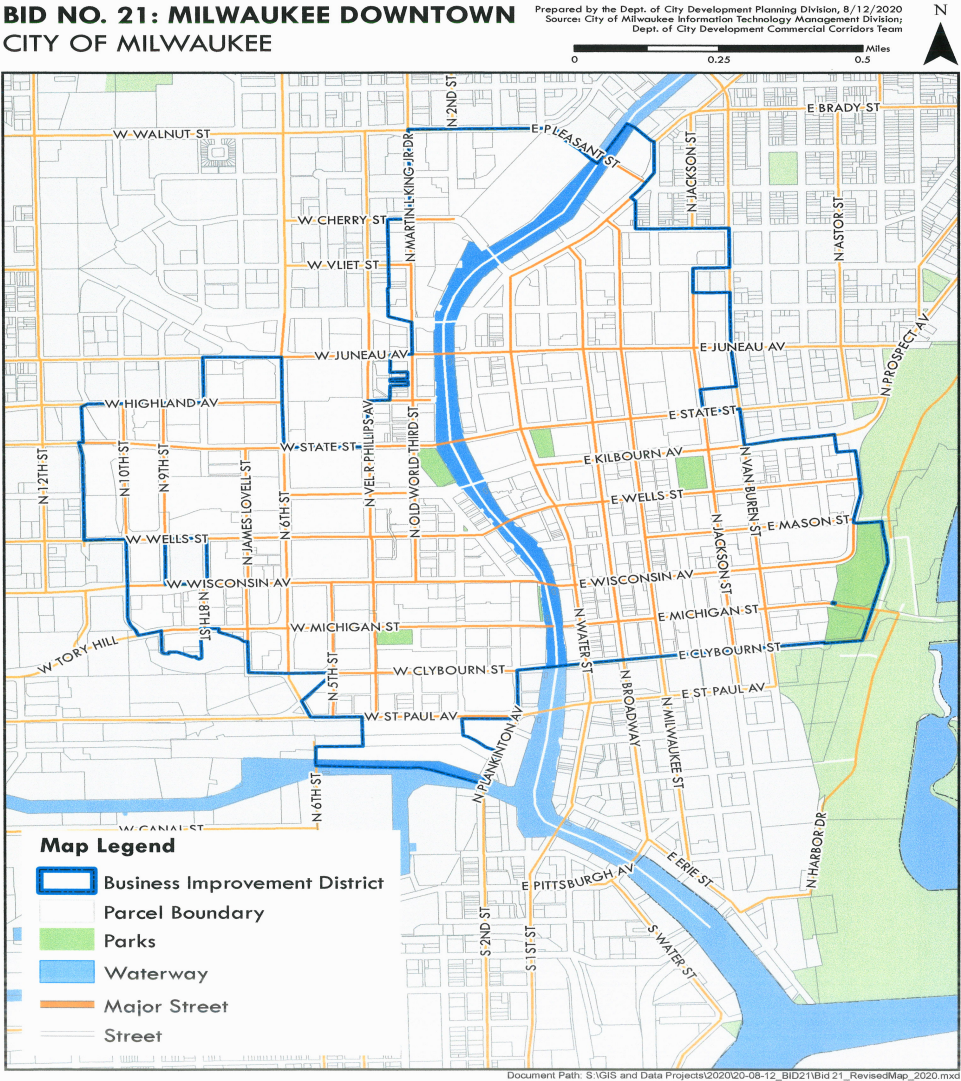
Signature of \_\_\_\_\_ authenticated  
on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Leborah C. Tomczyk



**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



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## EXHIBIT B

### Inventory of Landscape Bed/Planter/Container/Baskets

154 on-grade beds along Wisconsin Avenue, including 20 bike planter units

5 Bridge Planters

3 on Wells

2 on Wisconsin

11 planters at ASQ River Plaza

7 pots on Plankinton at Grand Avenue

18 pots on 2nd Street at Grand Avenue

8 on-grade beds for RACM between 4th and 5th on south side of Wisconsin Avenue.  
(NOTE: These 8 are included in the 154 total on Wisconsin Avenue. They are NOT 8  
additional beds.)

15 beds within the Court of Honor median on Wisconsin Avenue from 8th to 19th.

2 "landscape only" beds at 9th and Wisconsin. (Landscaping Maintenance Only . . . no  
color program.)

5 on-grade beds for City of Milwaukee at the library, on Wisconsin Avenue between 8th and  
9th Street. (NOTE: These 5 are included in the 154 total on Wisconsin Avenue. They are  
NOT 5 additional beds.)

10 planters at Schlitz Park Riverwalk

Old World Third Street area

35 on-grade Tree Beds

9 steel pots

8 pots at Kilbourn and 3rd (Calderone Club)

8 pots at 3rd and Wells

11 pots at area around 2nd/Wells/Plankinton

24 steel pots at Michigan and Plankinton

5 pots at Michigan and 3rd Street (Courtyard by Marriott)

[2 pots on Broadway at Wisconsin Avenue](#)

[2 pots on Broadway at Mason Street](#)

[1 pot on 3rd at Wisconsin Avenue](#)

[22 planters inset into the Riverwalk \(west side only\)](#)

[2 pots to be relocated to District Information Kiosk at 210 West Wisconsin Avenue](#)

[60 Hanging Baskets along Riverwalk](#)

[2 pots on 5th Street between St. Paul and Michigan at Stone Creek Coffee](#)

[3 street beds at 833 East Michigan](#)

[4 street beds on west side of Broadway, north of Wisconsin at 250 Plaza](#)

[3 pots on east side of Broadway, north of Michigan at 600-612 North Broadway](#)

APPENDIX D

PROPOSED FORM OF AGREEMENT FOR SERVICES  
FOR HOLIDAY STREET DECOR

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**AGREEMENT FOR SERVICES**  
**(Holiday Street Decor)**

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

**RECITALS**

The Board and the Company acknowledge the following:

A. In summer of 2012, the Board solicited proposals to provide holiday street decor within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" 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.

B. The Board and the Company now enter into this Agreement for Services (Holiday Street Decor) to specify the terms upon which the Company would provide certain holiday street decor installation services to the District.

**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) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the chief executive officer of the District or such other persons designated by the Board (collectively, the "CEO"). The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during the year end holiday season and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, and holiday street decor necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all holiday street decor must be approved by the CEO prior to installation.**

(b) Holiday Street Decor. The Company shall provide holiday street decor, as mutually acceptable to the Company and the CEO, to decorate Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each annual holiday season.

(c) Zeidler Park Holiday Lights Program. The Company shall continue to administer the Zeidler Park Holiday Decor and associated install/de-stall servicing consistent with past practice and as set forth on the attached Exhibit B.

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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; (d) employee dishonesty or blanket fidelity crime coverage; and (e) cyber-security 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.

9. 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing holiday decor services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of holiday decor operations shall be \$ \_\_\_\_\_ in 2021, \$ \_\_\_\_\_ in 2022 and \$ \_\_\_\_\_ in 2023, which shall be the maximum annual costs to be paid by the Board to the Company for holiday decor (including the Zeidler Park Holiday Lights Program), provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement. Without specific written authorization of the Board, the Company cannot exceed the total holiday decor costs set forth in this Subsection. Any costs for holiday decor incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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. 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 fifteen 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.

(c) 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 providing holiday decor services as described in the current operating plan of 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 provision of holiday decor services to the District 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 provision of holiday decor services to the District 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 percent or greater in the Company's accounting practices.

13. 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

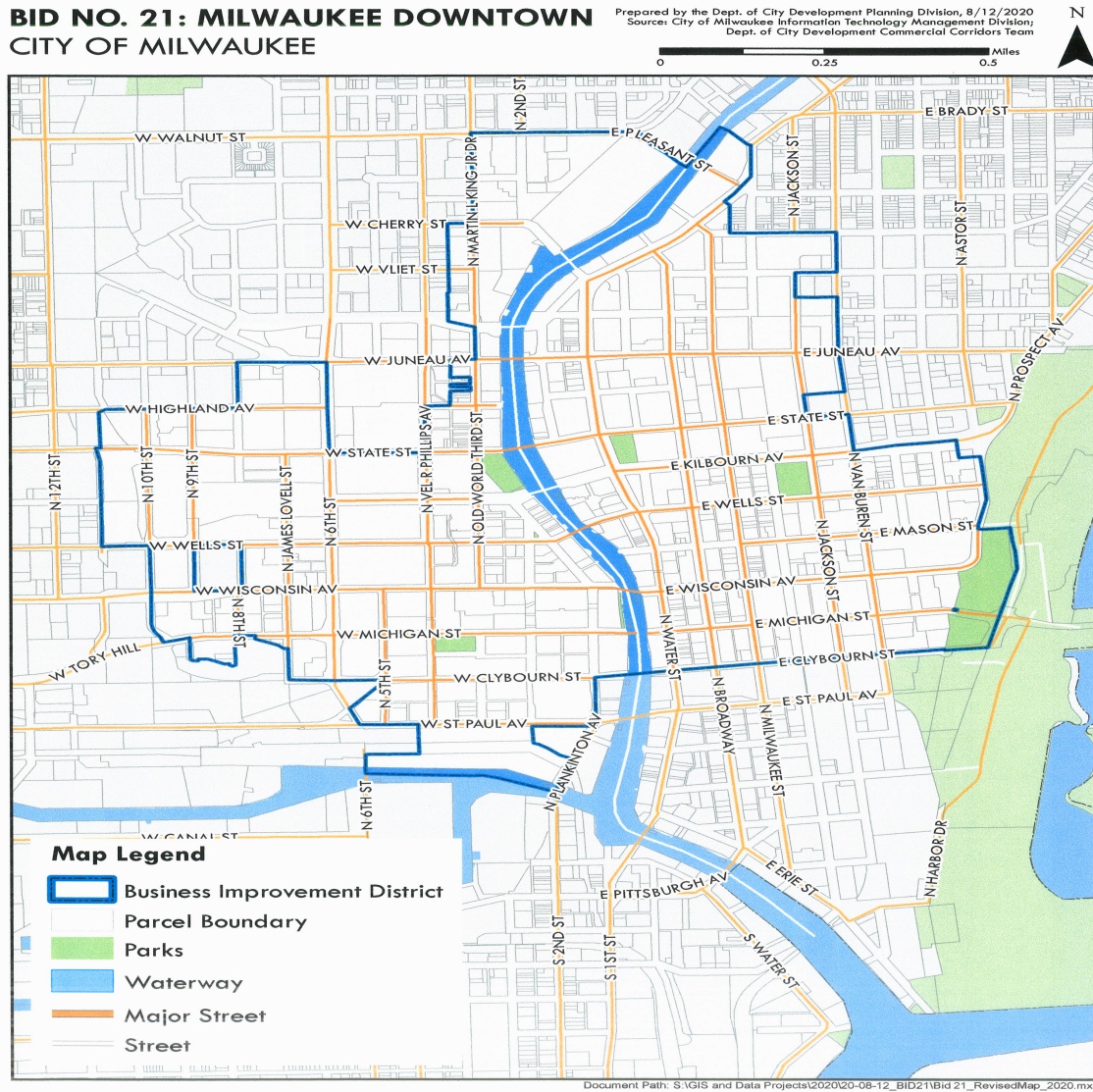


Exhibit A

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



|

APPENDIX [E](#)

CURRENT INVENTORY OF LANDSCAPED AREAS

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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 during Labor Costs**

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)
Landscape Equipment	\$_____(13)
Landscape 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)
<b><u>TOTALS</u></b>	
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)

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Page 27: [2] Deleted	Deborah C. Tomczyk	7/9/21 11:08:00 AM

MILWAUKEE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

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BID 21

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REQUEST FOR PROPOSALS

LANDSCAPE AND HOLIDAY STREET DECOR PROGRAMS

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July 12, 2021

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### APPENDICES

A.	District Map of Milwaukee <a href="#">Downtown BID 21</a> .....	
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D.	<a href="#">Proposed Form of Agreement for Services for Holiday Street Decor</a> .....	
E.	Current Inventory of Landscaped Areas .....	

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### EXHIBITS

A.	Staffing and Cost Analysis Form
B.	Job Classifications and Pay Rates
C.	Equipment Schedule
D.	Annual Costs of Operations and Company Fee

## A. REQUEST FOR PROPOSALS

### I. DEFINITIONS

1. "The District" shall refer to the Milwaukee Downtown Business Improvement District 21 of the City of Milwaukee (see Appendix A for the boundaries of the District).
2. "Landscape Program" shall refer to all aspects of administering, managing and providing the District's Landscape Program, as outlined in this document and all supporting Appendices and Exhibits.
3. "Holiday Street Decor Program" shall refer to all aspects of administering, managing and providing the District's Holiday Street Decor Program, as described in this document and all supporting Appendices and Exhibits.
4. "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.
5. "Company" shall refer to that party selected by the District to provide the services set forth herein.
6. "Agreement" shall refer to the contract to be executed between the Company and the District in accordance with these specifications (including the form of Agreements for Services attached hereto as Appendices C and D) and the Company's proposal submitted and accepted by the District, each of which shall be incorporated into the terms of the Agreement.
7. "Work" shall refer to the landscaping tasks specified in Appendices C and D, performed by the Company, its employees and subcontractors, if any.
8. "Change Order" shall refer to any modification to the Agreement signed by the Company and the District.
9. "Costs of Operation" shall refer to all costs and expenses, approved by the District, of managing and operating the Landscape Program and/or the Holiday Street Decor 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, supplies, equipment, transportation, insurance coverage, storage space and the furnishing, cleaning, maintenance and replacement of uniforms.

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## II. BACKGROUND

The mission of the District is "to lead and inspire believers in Milwaukee to engage in efforts that build Downtown as the thriving, sustainable, innovative and vibrant heart of the community". The District's vision is "to be an economic catalyst. . ." causing Downtown to emerge as a premier destination of choice and Milwaukee to become a renowned world-class region.

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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. 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 landscape and holiday street decor services under new Agreements as of January 1, 2022.

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## III. THE OPPORTUNITY

### A. Introduction

The District seeks to enter into Agreement(s) with the successful Proposer(s) to operate the Landscape Program and the Holiday Street Decor Program comprised of landscape and holiday street decor services within the boundaries of the District as outlined in the form of Agreements attached hereto as Appendices C and D. 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. A previous inventory of areas landscaped and maintained by the District in the past is attached hereto as Appendix E. However, the Proposer should undertake its own inventory of current conditions. The Agreement will specify the approximate landscape services to be provided as mutually agreed by the District and the successful Proposer.

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Through this Request for Proposals, the District is seeking: a) statements of qualifications from experienced companies which can provide a full complement of landscaping and/or holiday street decor services, b) detailed proposals for the operation of a proposed landscape and/or holiday street decor program and c) evidence that the Company will advance the philosophical goals of the District's clean, safe and friendly objectives.



## B. Services

The services to be provided by the successful Proposer(s) to implement a Landscape Program and a Holiday Street Decor Program pursuant to the terms of the Agreements shall include the following:

### LANDSCAPE PROGRAM

- (a) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners (the parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;
- (b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;
- (c) At the sole option of the CEO of the District, replacing some or all summer flowers and plants pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.
- (d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;
- (e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;
- (f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).
- (g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;
- (h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(i) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

**ALL PLANTINGS AND DISPLAYS MUST BE APPROVED BY THE DISTRICT'S CEO PRIOR TO INSTALLATION.**

#### HOLIDAY STREET DECOR PROGRAM

(a) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

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 Landscape Program and/or the Holiday Street Décor 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 Landscape Program and the Holiday Street Decor Program, and shall meet weekly with the Company during the seasons in which landscape and/or holiday street decor services are to be provided. 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 friendly goals.

The District has one central office/headquarters. The Company's Operations Manager shall serve as the Director of the 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

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**Deleted:** (a) → Initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all publicly owned pots, planters and tree wells in public rights of way within the District, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners; ¶

→ (b) → Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of the Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District; ¶

→ (c) → At the sole option of the District, replacing all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate; ¶

→ (d) → Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of the Agreement and in no event less than twice per week throughout each season; ¶

→ (e) → Daily monitoring and maintenance of all flower displays within the District through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate; ¶

→ (f) → Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the State Street Bridge; ¶

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in or adjacent to the District for the storage and maintenance of all equipment and materials and for the mobilization of employees required by either Program.

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The District will also enter into contracts for a Public Service Ambassador Program and a Clean Sweep Ambassador 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 Landscape 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 pre-proposal conference was held on Monday, July 12, 2021 at 10:00 a.m. via ZOOM.

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#### B) Pre-Qualification Phase

The District considered proposals submitted July 12, 2021 by all interested Proposers that demonstrated basic qualifications to manage and operate the Landscape Program and/or Holiday Street Decor Program.

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#### C) Proposals

The District is now requesting 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 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 are due in the office of

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

on Monday, August 16, 2021 no later than noon. The District reserves the right to reject any proposal received after that time.

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3. Submission of Proposal:

- a. All proposals shall be submitted electronically and with two (2) hard copies.
- 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 the District prior to the final selection of the Company.

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(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 friendly.
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 Landscape Program [and/or the Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#).
11. Letters of recommendation from owners of properties served by the Proposer and other appropriate parties attesting to the Proposers and proposed Operations Manager's ability and competence in the operation and management of landscape [and holiday street decor](#) programs.
12. A statement indicating the Proposers 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.

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14. The District, in consultation with the Company, will specify for 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.

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(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 Landscape Program [and/or Holiday Street Decor 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 friendly 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, 2022, and terminating on December 31, 2024, which may, by mutual consent, be extended for additional terms of one (1)

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year each. The District reserves the right to terminate the Agreement(s) without cause upon thirty (30) days written notice.

In any such extension of any 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.

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## VII. COMPENSATION OF COMPANY

Compensation of the Company for the management and operation of the Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor 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 Landscape Program and/or Holiday Street Decor Program, and to operate the Landscape Program and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor Program](#), including but not limited to the following:

A. Operations

1. The Company will be responsible for the provision of the comprehensive Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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 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 friendly 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 friendly objectives of the District.

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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 Landscape Program [and/or Holiday Street Decor 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 Landscape Program [and/or Holiday Street Decor 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
- [Cyber Security Coverage](#)

Each of the above (except statutory workers' compensation coverage) shall have limits of at least \$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 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(s), 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.

APPENDIX A  
DISTRICT MAP

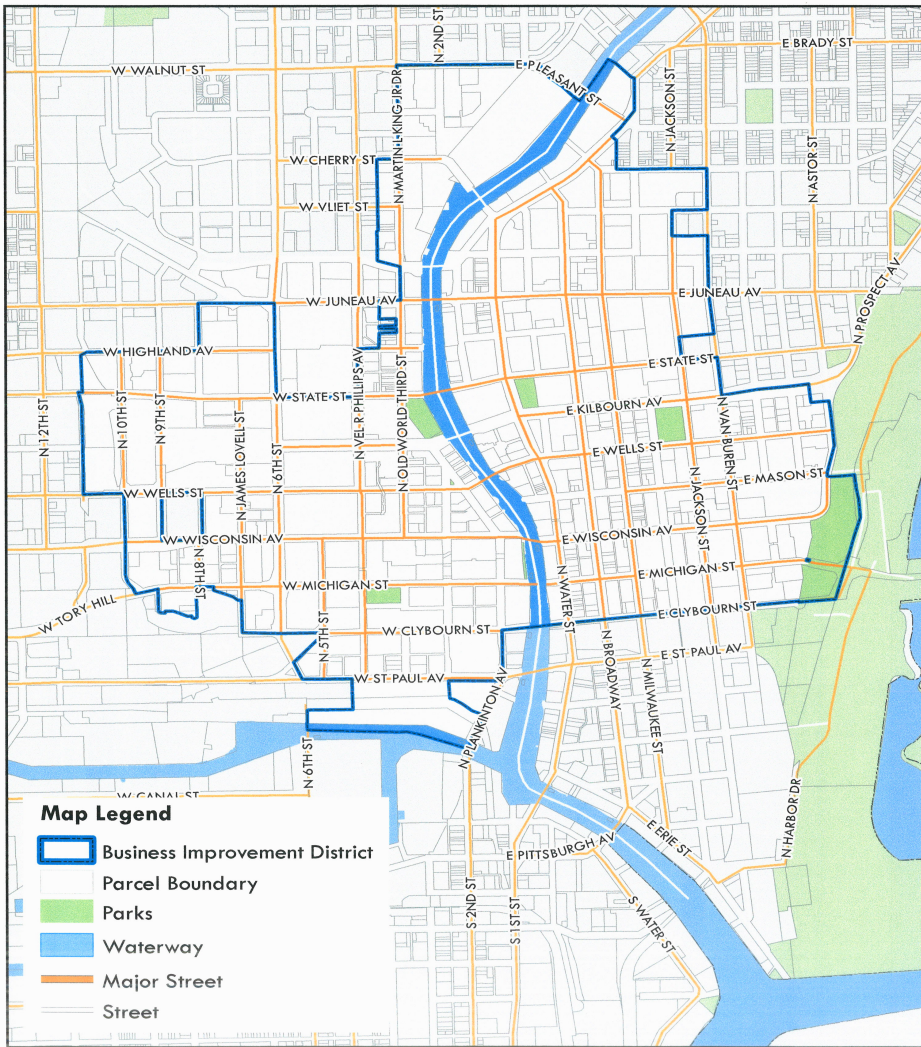
Exhibit A

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  
Sources: City of Milwaukee Information Technology Management Division;  
Dept. of City Development Commercial Corridors Team

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APPENDIX B  
TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

## **APPENDIX B**

### **TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS**

<u>Monday, July 12, 2021</u> 10:00 a.m.	Pre-Proposal Conference via <b>ZOOM</b> Reinhart Boerner Van Deuren s.c. 1000 North Water Street, Suite 1700 Milwaukee, WI 53202	<div>Deleted: Tuesday</div> <div>Deleted: May 5</div> <div>Deleted: 09</div> <div>Formatted: Indent: Left: 2", First line: 0.5"</div>
Monday, <u>July 12, 2021</u> Noon	Request for Qualifications due to Deborah C. Tomczyk	<div>Deleted: May</div> <div>Deleted: 09</div>
<u>Monday, August 16, 2021</u> 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	<div>Deleted: Friday</div> <div>Deleted: May 22</div> <div>Deleted: 09</div>
<u>End of August, 2021</u> ▼	Selected Proposers make presentations to District Subcommittee	<div>Deleted: Wednesday, May 27, 2009</div> <div>Deleted: afternoon</div>
<u>September, 2021</u>	Proposer(s) selected/Agreement negotiated	<div>Deleted: June</div> <div>Deleted: 09</div>

APPENDIX C

| PROPOSED FORM OF AGREEMENT FOR SERVICES [FOR LANDSCAPING](#)

Exhibit A

Boundaries of Business Improvement District No. 21

AGREEMENT FOR SERVICES  
(Landscaping)

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

RECITALS

The Board and the Company acknowledge the following:

A. On or about June 14, 2021, the Board circulated a Request for Qualifications for its Landscape Program (the "RFQ") inviting third parties to submit their qualifications for the provision of seasonal landscaping services within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" objectives of the District, all as set forth in the District's initial operating plan adopted by resolution no. 70900 of the Common Council of the City of Milwaukee dated October 14, 1997. On or about \_\_\_\_\_, 2021, the Board solicited a responsive proposal from the Company to provide certain seasonal landscaping services set forth below and in the Company's proposals.

B. The Board and the Company now enter into this Agreement for Services (Landscaping) to specify the terms upon which the Company will provide certain seasonal landscaping to the District.

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) Initial planting of summer flowers and plants in all publicly owned pots, planters and tree wells and specified privately owned pots in public rights of way within District Boundaries, including, without limitation, all sidewalks and riverwalks, unless otherwise planted by the City's Department of Public Works ("DPW") or individual property owners. The parties' inventory of publicly-owned pots, planters and tree wells and specified privately owned pots is set forth on Exhibit B) consistent with past practice. Initial planting of all such areas shall be completed, weather dependent, by June 1st of each year of the term of this Agreement;

(b) Installing liners and soil and initial planting, to be completed by June 1st of each year of the term of this Agreement, of summer flowers and plants in all hanging planters along the riverwalk system in the District boundaries, as made available by individual property owners, the Milwaukee Riverwalk District, Inc. and the District;

(c) At the sole option of the chief executive officer of the District (the "CEO"), replacing some or all summer flowers and plants planted pursuant to subparagraphs (a) and (b) above with fall flowers and plants as summer flowers and plants naturally deteriorate.

(d) Cleaning, maintaining, deadheading, pinching, replanting, replacing, watering and fertilizing all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above, as necessary, from the date of installation through the natural end of the fall growing season in each year of the term of this Agreement and in no event less than twice per week throughout each season;



(e) Daily monitoring and maintenance of all flower displays within the District Boundaries through the natural duration of the displays, and prompt removal of all flowers within any display when the display begins to naturally deteriorate;

(f) Initial planting and weekly cleaning, maintenance, replacement, watering and fertilizing of pots along the bridges at Wells Street and Wisconsin Avenue and in the Court of Honor (provided that the Court of Honor shall be planted and maintained only to the extent that the City of Milwaukee separately compensates the Company outside of this Agreement).

(g) Removing debris and waste from all pots, planters, tree wells and hanging planters described in subparagraphs (a) and (b) above at the end of each season;

(h) Removing (at the end of each season) and storing (until the next season's planting) all hanging planters along the riverwalk system within District Boundaries;

(i) Coordinating all services provided by the Company with services provided by DPW and any other contractors and/or employees retained by the District to maximize the effectiveness of all landscaping and cleaning services within District Boundaries; and

(j) Performing all landscaping services in a manner which advances the District's clean, safe and friendly 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.

## 2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the CEO. The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during any planting, pre-planting or holiday seasons and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

## 3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, flowers and plants necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all plantings and displays must be approved by the CEO prior to installation.**

(b) Plantings. The Company shall provide sufficient summer and fall flowers and plantings, as mutually acceptable to the Company and the CEO, to complete initial planting of publicly owned pots, planters (including, but not limited to, 24 bike planter units), tree wells, specified privately owned pots, hanging planters along the riverwalk system within the District Boundaries. In addition, during each season throughout the term of this Agreement, the Company agrees to provide, plant and service for the District up to an additional 15 percent of the initial number of flowers and plants planted pursuant to this Agreement to replace damaged or destroyed flowers and plants. Designs for the summer color, fall color and holiday decorations displays shall be subject to review and approval by the CEO. In the event that DPW provides flowers and plants to the District, at no cost to either the District or the Company, for planting of publicly owned pots, planters and tree wells in public rights of way within the District Boundaries, the Company shall discount its services

provided under this Agreement and reduce the costs charged to the District pursuant to Section 12 and Exhibit C below by the fair market value of any flowers and/or plants provided by DPW.

(c) Hanging Planters. The Company will make available for purchase, by individual property owners, the Milwaukee Riverwalk District, Inc. or the District, new hanging planters (similar in quality and design with hanging planters currently used along the riverwalk system) at the price of \$333.00 per hanging planter. Such price shall include all costs related to the purchase of the hanging planters and hardware (\$ ) and all costs related to the liners, soil, flowers, plantings and installation of a new hanging planter on an existing pole along the riverwalk system (\$ ).

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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, and (e) cyber-security 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 "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.

9. Repairing Damage. The Company shall, at its sole cost, promptly repair or replace any property damaged, carried 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing landscaping services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of landscaping operations shall be \$\_\_\_\_\_ in 2022, \$\_\_\_\_\_ in 2023 and \$\_\_\_\_\_ in 2024, as set forth on the payment schedule attached hereto as Exhibit C, which shall be the maximum annual costs to be paid by the Board to the Company for landscaping, provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement and provided that, at the CEO's sole option, the CEO may elect to have the Court of Honor landscaped in a manner similar to past years at an annual cost of \$\_\_\_\_\_ per year. Without specific written authorization of the CEO, the Company cannot exceed the total landscaping costs set forth in this Subsection. Any costs for landscaping incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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 the Company in the previous 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 fifteen 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.

(c) 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 providing landscaping services as described in the current operating plan of 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 provision of landscaping services to the District 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 provision of landscaping services to the District prepared by an independent certified public accountant. The

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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 percent or greater in the Company's accounting practices.

13. Company as Independent Contractor. Nothing in this Agreement shall be deemed or construed as creating 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

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To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

19. Successors and Assigns. The Board may assign its interest in this Agreement at any time, provided that it notifies the Company of such assignment within a reasonable time thereof. The Company may not assign its interest in this Agreement to any party, whether by operation of law or otherwise, without the prior written consent of the Board which may be withheld in the Board's sole discretion. The Company may not subcontract all or any portion of its obligations under this Agreement without the prior written consent of the Board which may be withheld in the Board's sole discretion. The covenants and agreement herein contained shall bind and inure to the benefit of the parties and their permitted successors and assigns.

BOARD OF BUSINESS IMPROVEMENT DISTRICT NO. 21

BY \_\_\_\_\_  
Joseph Ullrich, Chair

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BY \_\_\_\_\_  
Its \_\_\_\_\_

State of Wisconsin )  
 ) ss  
Milwaukee County )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Joseph Ullrich 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.

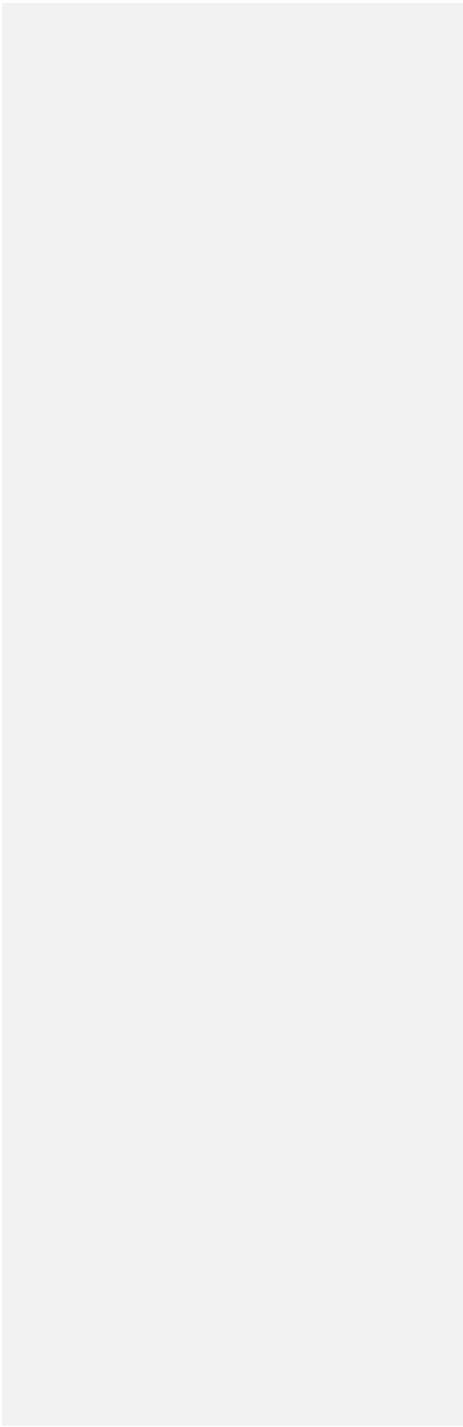
( \_\_\_\_\_ )  
 Notary Public, State of Wisconsin  
 My commission \_\_\_\_\_

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AUTHENTICATION

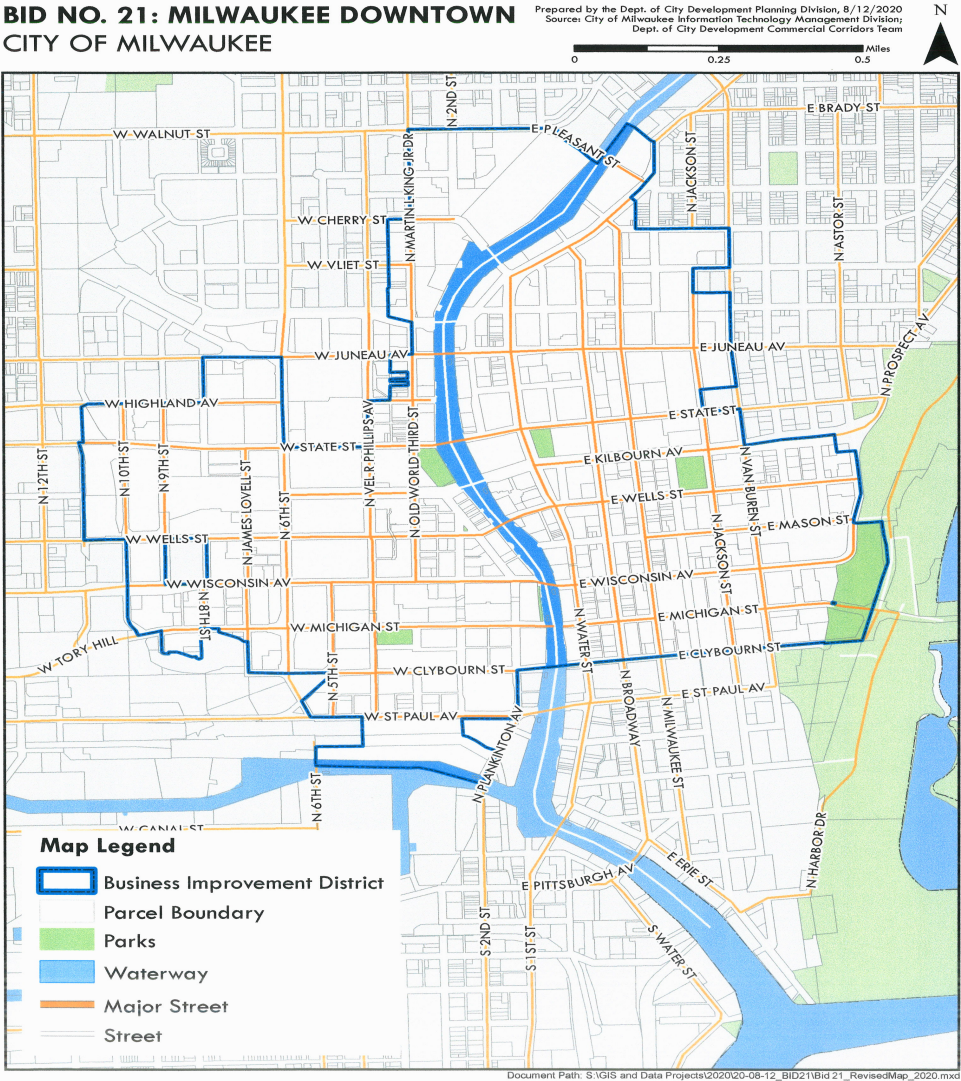
Signature of \_\_\_\_\_ authenticated  
on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Leborah C. Tomczyk



**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



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## EXHIBIT B

### Inventory of Landscape Bed/Planter/Container/Baskets

154 on-grade beds along Wisconsin Avenue, including 20 bike planter units

5 Bridge Planters

3 on Wells

2 on Wisconsin

11 planters at ASQ River Plaza

7 pots on Plankinton at Grand Avenue

18 pots on 2nd Street at Grand Avenue

8 on-grade beds for RACM between 4th and 5th on south side of Wisconsin Avenue.  
(NOTE: These 8 are included in the 154 total on Wisconsin Avenue. They are NOT 8  
additional beds.)

15 beds within the Court of Honor median on Wisconsin Avenue from 8th to 19th.

2 "landscape only" beds at 9th and Wisconsin. (Landscaping Maintenance Only . . . no  
color program.)

5 on-grade beds for City of Milwaukee at the library, on Wisconsin Avenue between 8th and  
9th Street. (NOTE: These 5 are included in the 154 total on Wisconsin Avenue. They are  
NOT 5 additional beds.)

10 planters at Schlitz Park Riverwalk

Old World Third Street area

35 on-grade Tree Beds

9 steel pots

8 pots at Kilbourn and 3rd (Calderone Club)

8 pots at 3rd and Wells

11 pots at area around 2nd/Wells/Plankinton

24 steel pots at Michigan and Plankinton

5 pots at Michigan and 3rd Street (Courtyard by Marriott)



[2 pots on Broadway at Wisconsin Avenue](#)

[2 pots on Broadway at Mason Street](#)

[1 pot on 3rd at Wisconsin Avenue](#)

[22 planters inset into the Riverwalk \(west side only\)](#)

[2 pots to be relocated to District Information Kiosk at 210 West Wisconsin Avenue](#)

[60 Hanging Baskets along Riverwalk](#)

[2 pots on 5th Street between St. Paul and Michigan at Stone Creek Coffee](#)

[3 street beds at 833 East Michigan](#)

[4 street beds on west side of Broadway, north of Wisconsin at 250 Plaza](#)

[3 pots on east side of Broadway, north of Michigan at 600-612 North Broadway](#)

APPENDIX D

PROPOSED FORM OF AGREEMENT FOR SERVICES  
FOR HOLIDAY STREET DECOR

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**AGREEMENT FOR SERVICES**  
**(Holiday Street Decor)**

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2022, 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 \_\_\_\_\_, a Wisconsin \_\_\_\_\_ (the "Company").

**RECITALS**

The Board and the Company acknowledge the following:

A. In summer of 2012, the Board solicited proposals to provide holiday street decor within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries") and for advancing the "clean, safe and friendly" 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.

B. The Board and the Company now enter into this Agreement for Services (Holiday Street Decor) to specify the terms upon which the Company would provide certain holiday street decor installation services to the District.

**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) Designing, installing and maintaining holiday street decor along Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each holiday season, and removing and storing such decorations at the end of each holiday season, consistent with past practice;

(b) Coordinating all services provided by the Company with services provided by the City of Milwaukee Department of Public Works and any other contractors and/or employees retained by the District to maximize the effectiveness of all holiday decor within District Boundaries; and

(c) Performing all holiday decorating services in a manner which advances the District's clean, safe and friendly 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.

2. Company Employees.

(a) The Company shall provide an account manager acceptable to the District (the "Manager") who will manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. The Manager shall be subject to the ongoing approval of the chief executive officer of the District or such other persons designated by the Board (collectively, the "CEO"). The Manager shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Manager shall meet with the CEO, at her option, at least once each week during the year end holiday season and receive instruction from the CEO.

(b) The Company agrees to modify the staffing and frequency of the work described in paragraph 1 above, upon the request of the CEO.

3. Company Equipment, Supplies and Plantings.

(a) Company's Obligations. The parties acknowledge that certain equipment, supplies and plantings are necessary to fulfill the Company's obligations under this Agreement. Except as specifically set forth in this Agreement, the Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize any and all equipment, supplies, and holiday street decor necessary to perform all of its obligations under this Agreement. **Notwithstanding anything herein to the contrary, all holiday street decor must be approved by the CEO prior to installation.**

(b) Holiday Street Decor. The Company shall provide holiday street decor, as mutually acceptable to the Company and the CEO, to decorate Wisconsin Avenue, Jefferson Street, Milwaukee Street and Old World Third Street as well as adjacent areas for each annual holiday season.

(c) Zeidler Park Holiday Lights Program. The Company shall continue to administer the Zeidler Park Holiday Decor and associated install/de-stall servicing consistent with past practice and as set forth on the attached Exhibit B.

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 in Section 12(a) below accordingly and pay the Company for such changed work.

5. Identification. The Board shall provide to the Company cloth insignias to be worn by Company employees and magnetic logos to be attached to Company vehicles. At all times that Company employees are performing Company obligations pursuant to this Agreement, Company employees shall wear the District insignias on the outside of their clothing and display the District logos on the outside of their vehicles.

6. Cooperation of the Company. The Company, its 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 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.

7. 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 friendly 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. 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 friendly objectives.

8. 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; (d) employee dishonesty or blanket fidelity crime coverage; and (e) cyber-security 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.

9. 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.

10. 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.

11. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2022 and terminate at midnight on December 31, 2024. 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, and the District shall pay the Company for its direct costs, expenses and fees provided consistent with this Agreement through the date of termination. The Company may not terminate this Agreement prior to expiration of its term.

12. 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, expenses and fees of the Company approved by the CEO and actually incurred by the Company for providing holiday decor services as described in the current operating plan of the District and this Agreement. The Company's estimated total costs of holiday decor operations shall be \$ \_\_\_\_\_ in 2021, \$ \_\_\_\_\_ in 2022 and \$ \_\_\_\_\_ in 2023, which shall be the maximum annual costs to be paid by the Board to the Company for holiday decor (including the Zeidler Park Holiday Lights Program), provided however, that the Board shall only pay the Company's direct costs, expenses and fees actually incurred pursuant to this Agreement. Without specific written authorization of the Board, the Company cannot exceed the total holiday decor costs set forth in this Subsection. Any costs for holiday decor incurred by the Company during the term of the Agreement in excess of the total costs in this Subsection which are not approved in writing by the CEO shall be the sole obligation of the Company.

(b) Within seven business 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. 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 fifteen 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.

(c) 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 providing holiday decor services as described in the current operating plan of 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 provision of holiday decor services to the District 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 provision of holiday decor services to the District 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 percent or greater in the Company's accounting practices.

13. 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 fully perform its obligations under this Agreement.

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

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

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

17. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Elizabeth A. Weirick, CEO  
Business Improvement District No. 21  
301 West Wisconsin Avenue, Suite 106  
Milwaukee, WI 53203

To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.



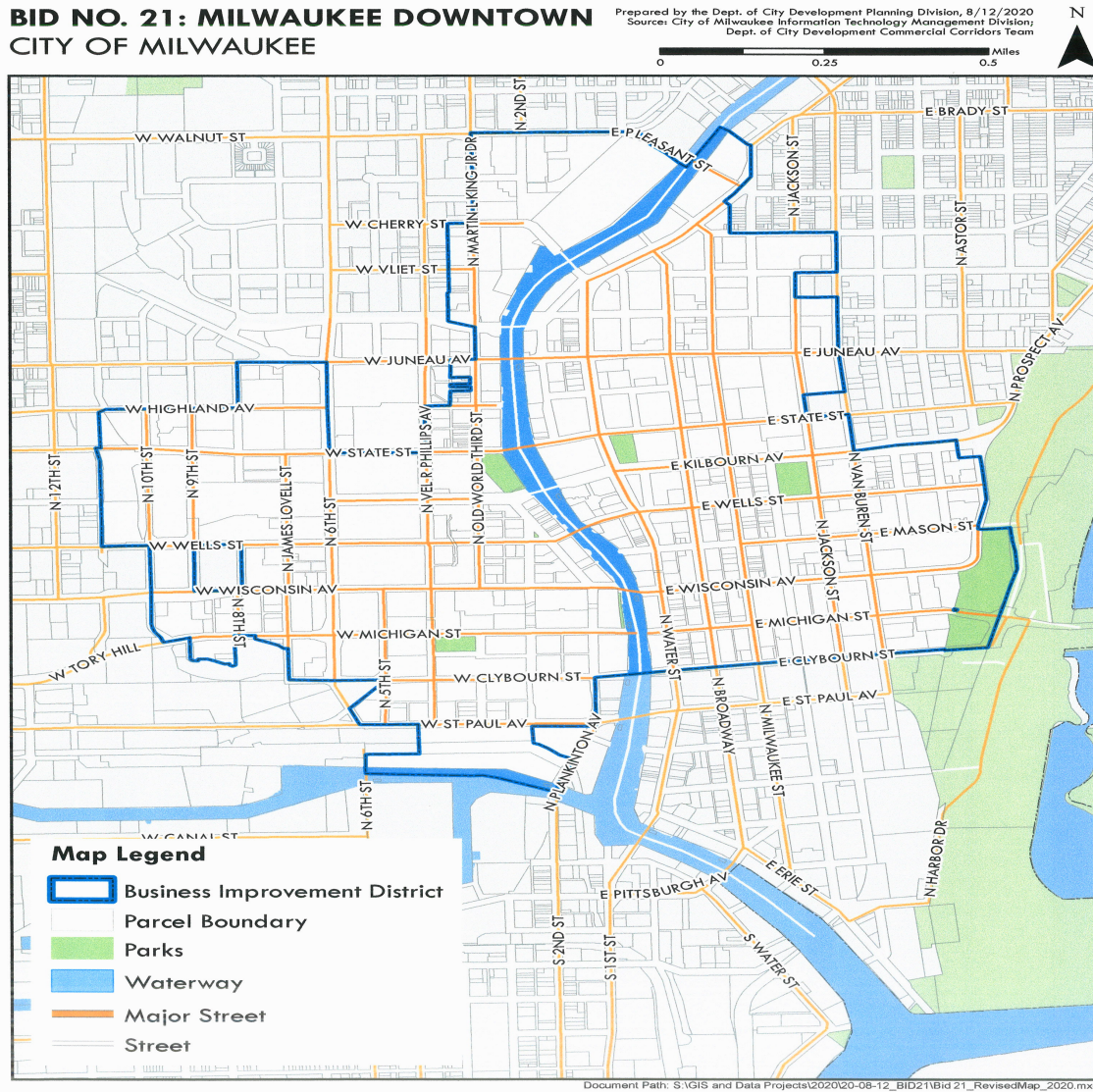


Exhibit A

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



|

APPENDIX [E](#)

CURRENT INVENTORY OF LANDSCAPED AREAS

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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 during Labor Costs**

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)
Landscape Equipment	\$_____(13)
Landscape 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)
<b><u>TOTALS</u></b>	
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)

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Page 27: [2] Deleted	Deborah C. Tomczyk	7/9/21 11:08:00 AM