

**Official Notice No. 7395**

**INVITATION TO SUBMIT QUALIFICATIONS TO PROVIDE**

**MILWAUKEE COUNTY ZOO  
TENTING AND RENTAL SERVICES CONTRACT 2022**

**Qualifications from Tenting companies interested in providing tenting services for the Milwaukee County Zoo will be received until 12:00 PM on Wednesday, March 23, 2022 at:**

**Milwaukee County Clerk  
Milwaukee County Courthouse  
901 N. 9<sup>th</sup> Street  
Milwaukee WI 53233  
414-278-4067**

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

**Contact Information:**

**Milwaukee County Zoo  
Manny Medina, Sales Specialist  
10001 W. Bluemound Road  
Milwaukee WI 53226  
414-256-5433  
Manuel.medina@milwaukeecountywi.gov**

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

### **OVERVIEW**

The Zoo is seeking proposals from experienced Tenting Rental Companies to provide exclusive tenting and rental services to the Zoo’s Group Sales Department Picnic Areas, Gathering Place, Flamingo Restaurant and Patio, Lakeview Restaurant, Animal Buildings, Zoo Grounds, and scheduled corporate, non-profit, and private events, during the course of the 2022 picnic and event season.

### **SCOPE OF SERVICES**

Under the direction of the Zoo Group Sales Staff, the Contractor shall specifically perform all of the tasks and achieve the objectives set forth in its proposal; and will deliver, install, service and subsequently provide on-site management of the installation of tenting and required rentals to all scheduled Zoo Group Sales Events. If there is a variance between the Contractor’s proposal and this Contract, the latter shall be controlling, unless otherwise provided for in writing.

A. **General Requirements**. The proposal and service contract must conform to the scope of services as outlined below.

1. This contract shall be for the 2022 event and summer picnic season, beginning on April 1, 2022 and ending on March 31, 2023
2. Contractor shall assign a designated account representative to manage/maintain specific zoo events that require tenting, tables & chairs, staging, grills, and additional event rentals in the Zoo’s designated Group Sales Department Picnic Areas, Gathering Place, Flamingo Restaurant and Patio, Lakeview Restaurant, Animal Buildings, and Zoo Grounds. This excludes the Peck Welcome Center, and Zoofari Conference Center.
3. Contractor shall supply, transport, set-up, remove, and maintain the tents and additional rentals for each and every event as required.
4. Contractor shall provide flexible working schedules with various events.
5. Contractor shall be on-site with installation service completed on or before the day prior to the commencement of the event. Tear down of all rentals must occur on the day following the event. Some events have longer lead times and on-site times may vary.
6. At least one supervisor must be on-site with knowledge of placement of tenting, during the set-up and tear down of event to answer questions, to resolve problems

or to make any necessary revisions per the discretion of the Contractor and the Zoo's mutual client. Coordination shall be limited to the client and/or Zoo staff requests only.

7. Contractor must conduct daily on-site inspections and required maintenance of tents prior to the opening of an event as requested by the Contractor's client and/or Zoo staff.
8. Twenty-four (24) hour/seven (7) days per week on-call service is required throughout the contract and during all events. One (1) hour emergency response is required.
9. All tents must be capable of attaching sidewalls. The contractor's inventory must include enough walls to accommodate all tents supplied. Tent wall pricing shall be separated from that of the tent and shall be supplied at the request of the Contractor's client and or Zoo staff.
10. All tents and installation shall be in accordance with the rules and regulations, as outlined in the Wisconsin Building Code, ILHR Ch. 62-Specialty Occupancies, Sub chapter III – Tents.
11. All tents must be inspected and cleaned prior to the installation. Tents shall be no more than three (3) years old.
12. All tents must be free of tears, holes, or other damage and repaired in a manner that is inconspicuous.
13. An owner identification tag is allowed on the underside of the tent, no larger than 3" x 6".
14. Signage for exclusivity/sponsorship will be negotiated with designated Zoo Management.
15. Contractor shall waive exclusive rights for activities associated with the Milwaukee a la Carte (August 18-21 2022 at which time tenting in zoo parking lots is prohibited), contracts issued for Zoo Special Events organized through Zoo Special Events Division, and all Zoological Society events.
16. Contractor supplier is to notify the Zoo of all tents and rentals to be placed on or delivered to zoo grounds with related diagrams for tenting and seating (CAD diagram preferred), date, location and company, via fax or e-mail.
17. Contractor's supplier is to fill all tent holes within 2 days of takedown by filling with sand within three inches of the top asphalt and covered with asphalt.

18. Contractor shall provide to the County one (1) 20' x 20' tent in each of Zoo's six (6) designated picnic areas from May 1 to October 9<sup>th</sup> 2022. Tents must be all of the same style and color. The Zoo views the aforementioned requested tenting as a sponsorship item as related to exclusive tenting for the Zoo's Group Sales Department.
19. Contractor can set up approved promotional materials, tables, linens, etc. in the 7' x 3' area outside of the Group Sales Office inside the Zoo.
20. Contractor shall negotiate individual contracts with Zoo Clients as related to event tenting.
21. Contractor must be able to provide the following sized tents at minimum: 60 feet by 90 feet, 40 feet by 40 feet and 40 feet by 60 feet.

**COMPENSATION**

Contractor shall pay directly to the Zoo a minimum fee of \$10,000.00 in consideration for becoming the exclusive Tenting Company to the Zoo's Group Sales Department Picnic Areas, Gathering Place, Flamingo Restaurant and Patio, Lakeview Restaurant, Animal Buildings, and Zoo Grounds – April 1, 2022 to March 31, 2023

The Zoo will provide 250 promotional Sponsorship Zoo Admission passes.

**CONTRACT TERM Revised 3/1/22**      **Zoo**

This Agreement shall commence upon acceptance by the COUNTY and terminate by the end of March 31, 2023. The parties may mutually agree to extend this contract for three additional 12-month periods.

**NONDISCRIMINATION EQUAL EMPLOYEMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS**

In the performance of work under this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, which shall include, but is not limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by the County, setting forth the provisions of the nondiscriminatory clause.

Contractor agrees to strive to implement the principles of equal employment opportunities through an effective Affirmative Action Program. The program shall have as its objective to increase the utilization of women, minorities, and handicapped persons, and other protected groups, at all levels of employment in all divisions of the Contractor's work force, where these groups may have been previously underutilized and underrepresented. Contractor also agrees that in the event of any dispute as to compliance with the stated requirements, it shall be its responsibility to show that it has met all such requirements.

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

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

#### **AUDIT AND INSPECTION OF RECORDS**

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

#### **COUNTY RIGHTS OF ACCESS AND AUDIT**

The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

**INDEMNITY**

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless the County, its agents, officers and employees, from and against all loss or expense, including but not limited to, costs and attorney's fees, by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor, or its agents which may arise out of or are connected with any of the activities covered by this Contract.

**INSURANCE**

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

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

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

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

insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this Contract.

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

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

### **MISCELLANEOUS TERMS**

- A. The County reserves the right to interview any personnel prior to their being assigned to work on Zoo grounds.
- B. Nothing contained in the Contract shall constitute or be construed to create a partnership or joint venture between the County or its successors or assigns and Contractor or its successors or assigns. In entering this Contract, and in acting in compliance herewith, the Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.
- C. This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.
- D. The Contractor, during the period of this Contract shall not hire, retain or utilize for compensation any member, officer or employee of the County or any person who, to the knowledge of the Contractor, has a conflict of interest.
- E. Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics, which states in relevant part: "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family may solicit or receive, anything of value pursuant to an understanding that such officers or employees vote, official actions or judgment would be influenced thereby."
- F. The Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. Contractor acknowledges and agrees that it will perform its obligation hereunder in compliance with all applicable state, local or federal law, rules, regulations and orders.

**SIGNATURE PAGE**

Tenting Companies must complete and sign this page and include it with their qualification form.

To the best of my knowledge, all information provided included in the qualification form is complete and accurate

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Email address \_\_\_\_\_

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

## **Tenting Services Selections Criteria**

The qualification form will be evaluated by a committee with knowledge of the Zoo's requirements and familiarity with the Zoo. The evaluation may include an interview if further information is needed to discuss the requirements in greater details. Any firms selected will be notified by Wednesday, April 6<sup>th</sup>, 2022.

The qualification forms should be submitted by:

**Wednesday, March 23<sup>rd</sup> by 12:00 PM.**

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

Two (2) copies of the qualification forms must be received no later than 12:00 PM, CST, Wednesday, March 23<sup>rd</sup> in a sealed envelope at the Milwaukee County Clerk. Envelopes should be clearly marked as follows:

TENTING SERVICES, Milwaukee County Zoo

Attention: Manny Medina – Sales Specialist

**SIGNATURE PAGE FOLLOWS:**

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

MILWAUKEE COUNTY

CONTRACTOR

\_\_\_\_\_  
Amos Morris (Date)  
Zoo Director

\_\_\_\_\_  
(Date)  
\_\_\_\_\_  
Taxpayer ID

*Approved with regards to County Ordinance Chapter 42:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Community Business Development Partners

*Reviewed by:*

*Approved for execution:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Risk Management

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel

*Approved:*

*Approved:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Comptroller

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Executive

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel