



April 22, 2024

News release
FOR IMMEDIATE RELEASE

Contact: Randy Kerkman 262-857-2368
Admin@villageofbristol.org

Village of Bristol seeks vendor to operate beer garden in the New East Pavilion at Hansen Park

Village of Bristol — Kenosha County is accepting proposals from businesses interested in operating a beer garden at Hansen Park, Administrator Randy Kerkman announced today.

Kerkman said the Village is seeking a qualified food and beverage vendor that would fully manage all aspects of the operation.

“Given the success of the County and other Village Biergarten, we see a strong market for a similar, family-friendly operation in the Village of Bristol, at Hansen Park,” Kerkman said. “Located in a beautiful setting at Hansen Park inside the newly built Pavilion. We believe this amenity would attract patrons both locally and regional tourists.”

Hansen Park is located at 19806 86th Place in the Village of Bristol.

The vendor selected would occupy the New pavilion on the Southeast corner of Hansen Park playground.

The Biergarten is a public policy goal that the Village of Bristol is pursuing, the Village would receive a share of the privately operated business’ revenue, with these funds to go toward future park improvements.

Kerkman said the Village anticipates the vendor selected in a formal request-for-proposals process would be operational for the 2024 season.

“We look forward to giving a thorough review of all of the proposals that come through,” Kerkman said.

Sealed proposals will be accepted until 10:00 a.m. on May 9, 2024. At the Village of Bristol, Village Hall 19801 83rd street.

Village of Bristol Complete proposal packages may be obtained from the State of Wisconsin's VendorNet website, at <https://vendornet.wi.gov/>. To receive notifications of addendum and future bids and proposals, vendors must register with <https://esupplier.wi.gov/>. There is no fee to register. Hard copy for the Bid Packet can be picked up at the Village Hall 19801 83rd street Bristol Wi 53104

Sincerely,

Randy Kerkman
Administrator
Village of Bristol

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**REQUEST FOR PROPOSAL (RFP)
FOR
HANSEN PARK BEER
GARDEN CONCESSIONS OPERATION
RFP #20241**

Issued by:
Village of Bristol

**Sealed proposals must be submitted
No later than 10:00 AM 05/09/2024 to:**

**Village of Bristol
19801 83rd Street
Bristol, WI 53104**

LATE RESPONSES WILL BE REJECTED

PRE-PROPOSAL CONFERENCE FOR ALL VENDORS SHALL BE HELD AT:

**Hansen Park
19806 86th Place
Bristol, WI 53104
05/06/2024 @1:00 PM**

For further information regarding this

**RFP contact:
Randy Kerkman
(262) 857-2368
admin@villageofbristol.org**

Issued: 04/22/2024

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1. INTRODUCTION AND OBJECTIVES

Village of Bristol is accepting proposals from qualified vendors to provide beer garden concessions at Hansen Park, 19806 86th Place, Bristol, WI 53104 (the "Park.") The objective for Village of Bristol is to select a qualified food and beverage vendor to fully manage all aspects of a new beer garden to enhance a family friendly guest experience within the Park.

2. DEFINITIONS

Definitions: The following definitions are used throughout the RFP documents:

Agreement means the Hansen Park Draft Beer Garden Contract

Village means the Village of Bristol Wisconsin

Proposer/Vendor means a company or individual submitting a response to this RFP

RFP means this Request for Proposal

State means the State of Wisconsin

Vendor Portal means the State of Wisconsin's Vendor Portal (eSupplier)

3. GENERAL OVERVIEW

The Park is a publicly owned park operated through the Village of Bristol Parks. Hansen Park is located within the Village of Bristol and offers several recreational and site amenities at 19806 86th Place, Bristol, WI 53104 including a playground, pavilion/restroom facility, softball fields, volleyball court, and parking lots. The park is free to the public and open year-round from dusk until dawn.

The pavilion's current use is mainly for private reservations or used to accommodate special events such as Bristol Progress Days and Growing with Bristol. It is anticipated that Village would lease the east pavilion, concession room, and a section of green space for a private business to operate the proposed beer garden. The shelter would not be rented by Village under the new terms of the Agreement.

Coordination with non-profit Progress Days and Growing with Bristol Events two weekends per year will be required. The Village of Bristol anticipates the Vendor to be operational for the 2024 – 2029 season.

Supplemental Information & documents:

- Map: Attached
- Pavilion Floor Plan: Attached
- Pavilion Use Map: Attached
- Pavilion plans: Attached
- Pavilion pictures: Attached
- Hansen Park Draft Beer Garden Contract
- Hansen Park Developers Agreement

Included furnishings:

- Wi-Fi for Vendor POS system use and free Wi-Fi for public
- Electric Service: 200-amp service to concession area

- 8 X 20 walk in cooler
- 8 X 10 storage area
- Speaker wire run to every other pole
- Additional parking on top of berm to south

4. EXPECTATIONS/SCOPE/REQUIREMENTS

Expectations: Village of Bristol expects the proposed Vendor to lease a section of Hansen Park to fully manage and operate a seasonal public beer garden style of concessions within the park. The proposed beer garden would offer beer, wine, non-alcoholic beverages, and food to park visitors. The proposed beer garden would follow similar terms and conditions as shown in the attached Hansen Park Draft Beer Garden Contract.

It is the expectation that the proposed Vendor will need to make modifications, upgrades, and improvements to the pavilion as well as premises in order to meet local codes, ordinances, operations, and overall guest experiences. These improvements shall be at the sole expense of the proposed Vendor unless terms are specifically negotiated and documented within the final contract. Vendor shall list all improvements that will be made to the site and define the value of any improvements that will come under the ownership of Village. The upfront expenses made by the Vendor to improve the site shall be considered during the negotiation of terms for the gross shared revenue with Village.

Scope: Village of Bristol is seeking a beer garden Vendor that has similar experience in the food and beverage industry, that understands the importance of working within a public park and building relationships with governmental stakeholders.

Vendor shall submit a proposed site plan and concept plan that provides an illustration of the layout of the beer garden with proposed equipment and furniture. The plans shall outline the financial investment estimates for any upgrades to the site. The site plan and concept plan shall also outline the proposed ownership of each investment (Vendor or Village.)

Village will retain ownership of the proposed premises and will grant authorization through the Village Board to enter into the final agreement. Final approval of the Agreement will occur through the adoption of a resolution by Village of Bristol Board of Trustees.

Vendor's proposed site plan will be evaluated and negotiated with the Village to limit negative impacts to park visitors. The proposed site plan shall identify the pavilion garage, changing rooms, and restrooms as managed and operated by Village (shown on Pavilion Use Map). Vendor shall allow the public to use the restrooms whether they are a guest of the beer garden or a park visitor. Village will retain the exclusive right to the pavilion west and ball diamond concession stand for operational purposes.

Village will work jointly with Vendor to offer additional programs and uses by the Vendor to further enhance community events with the utilization of the pavilion. Requests to use the pavilion or expand the utilization of the park beyond the premises defined in the Agreement for special events shall be accommodated using a park use agreement request and approved through the Administrator.

Vendor shall submit staff qualifications for staff that will be present as the main operators on the premises. Vendor shall also give a detailed business plan that identifies the level of services, vision of the park's daily activities, themes, menu, proposed special events, and overall explanation and conceptual rendering of the site and explanation of the guest experience.

Requirements/Provisions: See attached Village of Bristol Draft Beer Garden Contract for all terms that will be considered within the Agreement including the percentage of revenue that shall be paid to Village.

Vendor shall submit a business plan within the proposal to identify vendors, implementation schedule, employee numbers, management strategy along with a market analysis. The plan shall include hours of operation and must show staff resources to ensure quality service. Vendor may provide games, activities and other entertainment within proposed premises to encourage a fun family friendly environment.

Vendor shall provide a schedule of the various phases of the proposal including construction schedule and typical schedule for operations once the beer garden is open for business.

Vendor shall supply a traffic control plan to manage both typical business operations as well as special events. Include staff levels and management expectations to ensure the safety of park patrons visiting the beer garden during these activities.

Vendor shall ensure the cleanliness of the premises and ensure the site is free of trash and litter. Vendor shall ensure the restrooms are clean and stocked during the hours of operation. Village will be responsible to clean bathrooms weekly.

Vendor shall provide all advertising and signage for the operation of the beer garden. All proposed signage on site must be approved by the Administrator.

5. PROPOSER QUALIFICATIONS

Vendor shall show proof of previous concession, food and beverage, restaurant, food truck, or related experience. Vendor shall have a minimum of three years' experience in the food and beverage industry.

6. CALENDAR OF EVENTS

This calendar is subject to change at the sole discretion of Village. All attempts will be made to adhere to this calendar. However, due to circumstances beyond Vendor's control, it may be necessary to modify the events and/or dates and times.

Event	Date / Time
RFP Issued	04/29/2024 05/06/2024
Pre-Proposal Conference	05/06/2024 @1:00 pm
Last Date for Questions	05/07/2024
Addendum Posted (estimated and if needed)	05/07/2024
Proposals Due	05/09/2024 @10:00 am
Possible Vendor Presentations (estimated)	05/13/2024 @7:00 pm

7. CONTRACT

The contract for this project will consist of this Request for Proposals document, the specification documents and any associated exhibits, drawings, or additional documents, the Vendor's proposal response with all required forms, any addenda that may be issued, any negotiated terms and conditions, and the final Agreement.

The Agreement Term shall be for five years with an option to renew for an additional five years pending mutual agreement of the parties. (Note: The option to renew is not addressed in the Agreement.)

8. PRE-PROPOSAL CONFERENCE and/or PRE-PROPOSAL SITE VISIT

A vendor pre-proposal meeting will be held at 1:00 PM on 05/06/2024 at Hansen Park Pavilion, 19806 86th Place, Bristol, WI 53104. An addendum will be issued if the meeting is changed or cancelled. This meeting is suggested but not required, failure to attend or to examine any and all RFP documents prior to submitting a response will in no way relieve the successful Proposer from the necessity of furnishing, without additional cost to the Village, any materials or equipment or performing any work that may be required to complete the work in accordance with the specifications. No additional charges shall be allowed for lack of information.

9. VENDOR REGISTRATION

Complete Proposal packages may be obtained from the State of Wisconsin's VendorNet website <https://vendornet.wi.gov/>. To receive notifications of addendum and future bids and proposals, vendors must register with <https://esupplier.wi.gov/>. There is no fee to register. If you do not have internet access, contact this office for a hard copy of this RFP.

10. THIRD PARTY RFP SERVICES

Village is not responsible for the content of any RFP response package received through any 3rd party service. It is the sole responsibility of the Proposer to ensure the completeness of the documents received through any 3rd party source.

11. QUESTIONS & ADDENDA

If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, they shall notify the contact person named below of such error and request a modification or clarification.

Any communications or questions regarding the requirements, specifications, or special conditions of RFP should be written and submitted to Village as soon as possible, but no later than 05/07/2024. Village will respond to questions if necessary by issuing an official addendum. Any and all addenda issued as part of this RFP shall become part of the requirements of this RFP and will be made part of the contract. Proposers are responsible for checking for any addenda before submitting a response. Failure to acknowledge addenda may disqualify your proposal response.

Any correspondence or questions submitted must include the RFP number.

Submit questions in writing via email to:

Randy Kerkman, Administrator
e-mail: admin@villageofbristol.org

No other employee or representative of Village of Bristol is authorized to interpret or give information as to the requirements of this RFP in addition to that contained in or amended to this written RFP

document. **Proposers are instructed not to contact any other Village of Bristol department or employee regarding this RFP.** Any unauthorized contact regarding this RFP may be cause for the rejection of your proposal, at the sole discretion of the Village.

12. PRICES

Proposal prices must be in US dollars, complete and inclusive of all charges at the time of submission. Proposer is responsible for any delivery charges, freight, importing/exporting fees and services, tariff charges, licensing, or any other fees associated with this project.

Proposer certifies that prices, terms and conditions in the proposal will be firm for acceptance for a period of (90) days from the date of opening unless otherwise stated by Village. Proposals may not be withdrawn before the expiration of (90) days. Prices shall be firm with no escalator clauses unless specified by Village. Proposals may be withdrawn after ninety (90) days only upon written notification to Village.

Proposers must utilize the enclosed Cost Proposal form.

13. RFP SUBMISSION

In a sealed envelope, Proposers must submit one original master copy (so marked) securely bound. Additionally, one soft copy on a USB storage device must be included with the hardcopies in the sealed envelope. **DO NOT EMAIL AN ELECTRONIC COPY OF THE PROPOSAL TO THE VILLAGE OF BRISTOL PRIOR TO THE DUE DATE.** Fax, email, or online response will not be accepted.

Delivery of a response to any other Village department or office is not acceptable and may result in the response arriving late. Receipt of a response by the US mail system does not constitute receipt by Village. Late responses will not be accepted.

The following information must be clearly marked on the front of the envelope/shipping package:

Name & Address of Vender
Due Date of RFP
RFP Number & Title

The following sample mailing label is provided here for your convenience:

Sample
Mailing
Label

From:	_____

To:	Randy Kerkman Administrator Village of Bristol 19801 83rd Street Bristol, WI 53104
RFP RESPONSE RFP #20241 Hansen Park Beer Garden Concessions Operation Due Date: 05/09/2024 at 10:00 AM	

14. INSTRUCTIONS TO VENDORS & RESPONSE REQUIREMENTS

- 14.1 Thoroughly examine the scope of work, schedule, instructions and all other solicitation documents and make all investigations necessary to be familiar with conditions that affect the proposal. No pleas of ignorance by the proposer as a result of failure to investigate or examine conditions or failure to fulfill details of the contractual documents will be accepted as a basis for varying the requirements of the Village or changing the compensation due.
- 14.2 Provide all required information on the forms furnished in this document. Print or type name on the proposal and manually sign all copies in the space and on the forms provided. If you obtained this solicitation electronically, your response shall not contain any alteration to the document posted other than entering required data in the spaces provided or including attachments as necessary. By submission of a response, offer or affirms that no alteration of any kind has been made to this solicitation.
- 14.3 Do not include federal taxes or State of Wisconsin taxes in prices since the Village of Bristol is exempt from payment of these taxes.
- 14.4 All proposals must be current and final at the time of opening in order to be considered responsive. No proposal will be accepted for consideration, and no award will be made, if at the time of opening anything contained therein is contingent upon, or subject to, any outstanding review, certification, or approval by any party that has not been received.
- 14.5 The following chart details the required proposal outline and specifies the minimum content of the proposal sections. Proposals should be organized in tabbed sections following this chart and each point listed below should be addressed in your proposal.

Tab	Title	Contents:
A	Letter of Transmittal	Include a signed and dated letter of transmittal offering your proposal for the Village's consideration, signed by an authorized agent of your company.
B	Table of Contents	A table of contents should be included, and each page of the proposal should be consecutively numbered.
C	Company Profile	<ul style="list-style-type: none">• Provide a brief overview and history of your company.• Address the company's expertise and qualifications to provide this service to Village of Bristol.• Discuss your company's size and number of employees.

D	Staff Qualifications	<ul style="list-style-type: none"> • Identify key staff your organization/company will assign to fulfill the contract requirements. Detail the role and services that each key staff member will provide. • Provide a synopsis describing the educational and work experience for each of the key staff who would be assigned to the contract. • Detail the number of hours for each key staff member that you estimate will be needed to fulfill the contract requirements.
E	Business Plan	<ul style="list-style-type: none"> • Provide a detailed narrative of the services you are offering to Village of Bristol. Include any value-added services other than food sales that you would provide. • Provide your proposed hours of operation.
F	Improvements	<ul style="list-style-type: none"> • Provide your proposed building and concession improvements including equipment that you will provide. Identify improvements that will become the property of Village of Bristol at the end of the Contract. Include site plans, proposed premises map, and conceptual layouts.
G	Menu	<ul style="list-style-type: none"> • Provide a proposed menu and pricing
H	Exceptions	<ul style="list-style-type: none"> • Provide a detailed narrative of any exceptions you take to the Expectations, Scope, or Terms and Conditions of this RFP. • If no exceptions are taken, include a statement to that effect.
I	Reference Accounts	<ul style="list-style-type: none"> • On the form provided in this packet, list three (3) accounts your company currently provides these services to. References will be contacted by the Village. Village of Bristol may also consider reference responses from accounts not listed in your proposal. • All information provided must be current and correct. Village of Bristol will not attempt to search for current information that is not provided.

In a separate sealed envelope:

K	Improvements Cost Proposal	<ul style="list-style-type: none"> • Provide a detailed cost list for the improvements and equipment that you propose to provide as outlined in Section F Improvements.
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15. CONFIDENTIALITY/NON-DISCLOSURE

It is the intent of the Village that all proposals received will remain sealed and confidential until the due date. After the due date, only the names of the proposing firms will be released upon request, no other information will be provided until evaluations are complete.

Once the process is complete, no information submitted as a part of this RFP process shall be considered proprietary or confidential unless claimed as a trade secret on the enclosed form "Designation of Confidential and Proprietary Information".

By submitting a proposal, Proposers acknowledge that the Village may be required under the law to make its records available for public inspection at any time during this RFP process. All Proposers acknowledge and agree that the Village will have no obligation or any liability to a Proposer in the event that the Village must disclose these materials.

16. ERRORS OR OMISSIONS

Village reserves the right to permit cure of, or waive as an informality, any irregularities or technicalities contained in any proposal submitted, at the sole discretion of the Village, provided such waiver does not substantially change the offer or provide a competitive advantage to any Proposer. Contracts will be awarded in the best interests of the Village.

17. VENDOR RESPONSIBILITY

A proposal response may be rejected if a vendor fails to meet any one of the following qualifications:

- 17.1 Financial and Organizational Capacity: Factors to be considered include, but are not limited to, assets, liabilities, recent bankruptcies, equipment, facilities, personnel resources and expertise, availability in consideration of other business commitments, or existence of appropriate accounting and auditing procedures for control of property and funds.
- 17.2 Legal Authority: Factors to be considered include, but are not limited to, authority to do business in the State of Wisconsin, licensing, debarment by the State of Wisconsin or Federal Government due to a prevailing wage violation, OSHA violations, violations of other local, state or Federal law, etc.
- 17.3 Integrity: Factors to be considered include, but are not limited to, criminal indictments or convictions, civil fines and injunctions imposed by governmental agencies, anti-trust investigations, ethical violations, tax delinquencies, debarment by federal, state or local governments, or prior determinations of integrity-related non-responsibility.
- 17.4 Previous Contract Performance: Factors to be considered may include reports of less than satisfactory performance, early contract termination for cause, contract abandonment, court determinations of breach of contract, etc.

18. EVALUATION & AWARD PROCESS

18.1 Village of Bristol Board

The Village of Bristol Board will serve as the evaluation committee. Proposers may not contact members of the Village of Bristol Board except at the request of Village of Bristol Board.

18.2 Right to reject proposals

The Village reserves the right to reject any and all proposals.

18.3 Proposal Scoring

Accepted proposals will be reviewed by a Village of Bristol Board and scored against the stated criteria. The Village of Bristol Board may review references, request interviews/presentations, conduct demonstrations and/or conduct on-site visits. The resulting information will be used to score the proposals. The Village of Bristol Board scoring will be tabulated, and proposals ranked based on the numerical scores received.

18.4 Evaluation Criteria

The proposals will be scored using the following criteria:

EVALUATION CRITERIA	MAXIMUM POINT VALUES
Improvements Cost Proposal	10
Company Profile	20
Staff Qualifications	20
Business Plan	25
Improvements	25
Menu	20
TOTAL	120

18.5 Interviews/Presentations and/or Demonstrations

Top-scoring Proposers, based on the evaluation of the written proposal, may be required to have interviews/presentations to support and clarify their proposals, if requested by the Village of Bristol Board of Trustees. Village will make every reasonable attempt to schedule the interview/presentation on the date specified in the Calendar of Events. Proposer is required to have key members of staff attend the interview and be prepared to present and respond to questions. Failure of a Proposer to complete a scheduled interview/presentation to Village may result in rejection of that Proposer's proposal. The Village may conduct reviews of the Proposer's work and/or contact references to clarify or confirm proposal information.

18.6 Final Evaluation

Upon completion of any interviews/presentations and/or demonstrations by Proposers, the Village Board will review their evaluations and adjust the scores based on the information obtained in the interview/presentation, demonstration, possible reference checks, and any other pertinent Proposer information.

18.7 Award and Final Offers

Award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible Proposer after the original evaluation process is complete. Alternatively, the highest proposer or proposers may be requested to submit Best and Final Offers (BAFO). If the Village requests Best and Final Offers, they will be evaluated against the stated criteria outlined in the BAFO, scored, and ranked by the Village Board. The award may then be

granted to the highest scoring BAFO. However, the Proposer should not expect that the Village will request a Best and Final Offer.

19. ASSIGNMENT AND SUBCONTRACTING

The selected Contractor will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title or interest in, to any person, firm or corporation without the written consent of Village. If Village permits the use of subcontractors, the following will apply:

The contractor is the prime contractor. A prime contractor is the vendor who provides a service and receives a payment for that service. Village considers the prime contractor to be the sole point of contact with regards to contractual matters, including the performance of the services and the payment of any and all charges resulting for contractual obligations.

The prime contractor will be responsible for the contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the contractor must clearly identify the subcontractor including the length of time the subcontractor has been used by the prime contractor and other projects.

The prime contractor shall provide the Village with the names of any subcontractors used for the performance of any part of this contract. The existence of the subcontractor does not relieve or reduce the prime contractor of any liability to the Village for any breach in the performance of the prime contractor's duties. The prime contractor agrees that all subcontractors shall be agents of the prime contractor and the prime contractor agrees to hold harmless hereunder for any loss or damage of any kind occasioned by the acts of omissions of prime contractors, subcontracts, their agents, or employees.

20. INVOICING REQUIREMENTS

Village's terms are to pay or reject invoices within 30 days of receipt. Before payment is made, it also must verify that all invoiced charges are correct as per this contract. Only properly submitted invoices shall be officially received for payment. Thus, your prompt payment requires that your invoices be clear and complete in conformity with the instructions below.

All invoices must be itemized showing:

- a. Purchase order number
- b. RFP number
- c. Vendor remit to address
- d. Complete detailed product or service description as stated on your RFP
- e. Prices per the Contract

The original invoice must be sent to the bill-to address shown on the Purchase Order.

21. SPECIAL CONDITIONS OF THIS PROPOSAL

21.1 Indemnity and Insurance Requirements

A proposal response may be rejected if a vendor fails to meet any one of the following insurance requirements:

- 21.1.1. Vendor agrees to indemnify, hold harmless and defend Village, its officers, agents and employees from any and all liability including claims, demands, losses, costs, damages

and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or occurring out of the acts or omissions of the Contractor, its agents or employees, regardless of whether or not it is caused in part by Village. Contractor shall notify Village immediately upon the commencement of any litigation against Contractor where there is any possibility Village may be made a party thereto. Should Contractor hire/engage any subcontractor(s) to perform work on its behalf or in conjunction with Contractor’s work, Contractor will require such subcontractor(s) to carry the same insurance as is outlined and required below of the Contractor.

- 21.1.2. Contractor agrees to protect itself and Village of Bristol under the indemnity agreement set forth in the above paragraph. Contractor will at all times during the terms of this Contract keep in force and effect the insurances listed below and such insurance policies must be issued by a company or companies rated A- VII or better by AM Best and authorized to do business in the State of Wisconsin with the following minimum limits of coverage;

Commercial General Liability *	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000
Automobile Liability – Combined Single Limit*	\$1,000,000
Excess/Umbrella Liability – Each Occurrence and Aggregate Limits*	\$1,000,000
Workers Compensation	Statutory Limits
Employer’s Liability-Each Accident/Disease Each Employee/Disease Policy Limit*	\$1,000,000

*Or such higher limits sufficient for these insurance policies to be scheduled under the Umbrella policy.

- 21.1.3. Coverage afforded shall apply as primary with Village of Bristol named as an additional insured on the commercial general, and excess/umbrella liability policies. Contractor shall give 30 days advance written notice of cancellation or non-renewal during the term of this Contract. An endorsement in favor of Village of Bristol waiving the Contractor’s and its insurer’s rights of subrogation shall be issued with respect to the Commercial General Liability, Comprehensive Auto Liability, and Workers’ Compensation and Employers Liability policies. Evidence of this endorsement must be noted on the certificate of insurance.
- 21.1.4. Contractor shall not discontinue or change any of the above referenced liability insurance policies in effect during any part of this contract without buying “tail end” insurance to cover potential claims that may have occurred during the term of this agreement. Completed Operations and Products liability insurance shall be maintained for a period of 2-years after completion and acceptance of the Project by Contractor, or such longer period as may be reasonably required by Village of Bristol. The hold harmless, indemnity and insurance provisions of this contract shall survive the termination of this contract and shall remain operative until the time that all potential

claims or potential civil actions by the parties or by third parties shall expire under existing law.

- 21.1.5. Upon execution of this Contract, the Contractor shall furnish Village of Bristol with a certificate of insurance, showing evidence of the above requirements. Certificate must be submitted to Village of Bristol within four (4) business days after receipt of purchase order, execution of contract or other written authorization. If certificate is not submitted within four (4) business days, Village of Bristol, at its sole discretion, may void the contract and award to the next highest scoring vendor.

21.2 CHANGES IN THE WORK

No changes in the work may be made by the Contractor without having prior written approval of the Village. The Village may at any time, without invalidating the Contract and without notice to Sureties, order changes in the work by written Change Order or Field Order. Such changes may include additions and/or deletions. No officer, employee or agent of the Village is authorized to direct any extra or changed work verbally, except in an emergency endangering life or property. The Village shall not be liable to the Contractor for any increased compensation without such written order.

21.3 NO REIMBURSEMENT FOR EXPENSE OF PROPOSALS

Village will not reimburse Proposer for any costs associated with the preparation and submittal of any proposal, nor for any travel and/or per diem costs if any are incurred.

21.4 EQUIPMENT AND/OR MATERIALS ON SITE

The successful Proposer or an authorized representative must be present to accept delivery at the job site of all equipment and material shipments that are part of the final Agreement. It shall be the Vendor's responsibility to assume all liability for any equipment or materials delivered to the site. Delivery of any equipment or materials any day 'before' work will proceed must be coordinated with the Village. Vendor is responsible for the security and safety of equipment or materials onsite.

ATTACHMENT A

SIGNATURE AND AUTHORITY AFFIDAVIT FORM

COMPANY NAME: _____

FEIN (Federal Employer ID Number) _____ OR Social Security # (if Sole Proprietorship) _____

Address: _____

City _____ State _____ Zip + 4 _____

Number of years in Business _____

Name the person to contact for questions concerning this RFP.

Name _____ Title _____

Phone (____) _____ Toll Free Phone (____) _____

Fax (____) _____ Email Address _____

In signing this RFP, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a response; that this RFP has been independently arrived at without collusion with any other vendor, competitor or potential competitor; that this RFP has not been knowingly disclosed prior to the due date to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, having familiarized themselves with the conditions affecting the cost of the work, having read completely the specifications, hereby proposes to perform everything required and to provide and furnish labor, materials, equipment, tools and all other services and supplies necessary to produce in a complete and workmanlike manner all of the services, materials or products described in the specifications relating to this RFP.

I further certify that I am a duly authorized agent of this company, I have examined this proposal from the written specifications and information and have checked the same in detail before submitting said proposal to the Village. I have full authority to make such statements and submit this proposal, and all statements submitted are true and correct.

Signature

Title

Name (type or print)

Date

This firm hereby acknowledges receipt / review of the following addendum(s) (if any)

Addendum # _____ Addendum # _____ Addendum # _____ Addendum # _____

ATTACHMENT B

REFERENCES

Vendor: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate page.

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) and/or Service(s) Provided: _____

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) and/or Service(s) Provided: _____

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) and/or Service(s) Provided: _____

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

ATTACHMENT C

Improvements Cost Proposal

Proposer Name: _____

Submit original plus one copy (Submit in separate envelope within proposal package)

<p>Provide the cost of the proposed improvements that you outlined in Section F Improvements.</p> <p>Attached a separate sheet with itemized detail on the cost of each improvement and identify which improvements will be Village Owned at the end of the contract period.</p> <p>(10 Points)</p>	<p>\$</p>
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Purchasing will score the proposals by prorating, with the highest cost proposal given the highest score and lower proposals given a percentage of the total score based on the difference.

Village of Bristol is exempt from Federal Excise and Wisconsin Sales Taxes, 77.54(9a)(b) WI Stats.
Village of Bristol's CES number is 056637.

ATTACHMENT D

ETHICS COMPLIANCE NOTICE & ADDENDUM

**PUBLIC NOTICE PERTAINING TO ALL REQUESTS FOR PROPOSALS AND BIDS REGARDING VILLAGE OF BRISTOL
POLICY ON ETHICS IN GOVERNMENT**

In addition to ethical standards set forth in Wisconsin Statutes Section 19.59 for all Village employees and officials [either elected or appointed] Village of Bristol has adopted an Ethics Policy that is applicable to Village employees in conducting village business. That policy may be reviewed at

<http://www.can.townweb.com/villageofbristol.org/wp-content/uploads/2018/title2governmentandadministration.pdfsec2-5-1>

The Ethics Policy is intended to ensure that public trust in Village government is maintained and that decisions affecting the village and its citizens are made fairly and impartially for the benefit of all citizens and not for personal gain. This policy precludes:

- the misuse or misappropriation of Village property or funds for personal use or otherwise,
- use or disclosure of confidential information for personal gain or otherwise,
- elimination of conflicts of interests, receipt of gifts or favors or other considerations of value by Village employees,
- the use of the employee's public position to influence or gain unlawful benefits or to influence or gain advantages or privileges for the employee,
- and the conducting of personal business or campaigning during working hours.

This policy, furthermore, requires employees to disclose and report to the proper authorities any violation of this policy by either other employees or by any nonemployee or citizen seeking to or aiding or abetting in efforts to circumvent this policy. Any employee failing to make such disclosure or report is subject to discipline. Contracts with Village of Bristol also require that any party contracting with Village of Bristol also report any violation to either the District Attorney or Attorney for Village of Bristol.

In addition, Wisconsin Statutes Sections, 946.12 involving misconduct in public office and 946.13 involving a private interest in a public contract are considered Class 1 felonies and activity considered in violation of these statutes will be reported to the Kenosha County Sheriff for investigation and the Kenosha County District Attorney for prosecution.

In submitting a bid or proposal in response to a request for bids or proposals, a party must acknowledge both in this response as well as in any subsequent contract that:

1. The party has read this notice in its entirety, understands its content and agrees to be bound by the provisions herein, and
2. The party knows of no conflicts of interest or appearance of a conflict or appearance of an impropriety on the part of any current or former village official or employee who may have had a role on deciding which proposal or bid will be accepted, and
3. It is acknowledged that it is a crime under sec. 946.13 wis. stats., if any public official or employee shall, in his or her private capacity, negotiate or bid for or enter into a contract in which he or she has a private pecuniary interest, direct or indirect, if at the same time he or she is authorized or required by

law to participate in his other capacity as such officer or employee in the making of that contract or to perform in regard to that contract some official function requiring the exercise of discretion on his or her part, nor shall any official or employee, in his official capacity, participate in the making of a contract in which he or she has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on his or her part. in the event wis. stat, secs. 946.12 and 946.13 are violated, it is understood that this contract may be voided at the discretion of Village of Bristol.

4. Question pertaining to conflicts or appearance of an impropriety may be addressed to the office of the Village of Bristol Attorney.
5. Violations are required to be reported, and
6. No attempt has been made by anyone on behalf of the party submitting the proposal or bid to directly or indirectly illegally influence the awarding of a contract by promise of or delivery of any consideration or any thing of value to a current or former Village official or employee or family or household member of a current or former village official or employee, or in any other manner contrary to law, and
7. Village of Bristol prohibits communication relative to this request for proposal or bid by a proposer or bidder with any village elected official or employee prior to the time an award has been made, except as provided for in this request for proposal or bid invitation. violation of this section is grounds for disqualification of the party's proposal.
8. Other than the village representative noted herein, no other employee or representative of Village of Bristol is authorized to interpret any portion of the request for proposal or bid or give information as to the requirements of this request or amendment thereto. Bidders are instructed not to contact any other village department or employee regarding this proposal.
9. Written questions will be answered in writing to the proposer requesting a response. Proposer's questions and the village's responses will become a public record, and
10. The parties acknowledge that Village of Bristol is a municipal corporation legally bound to comply with the wisconsin open meetings and public records law and that as such, unless otherwise allowed for by law, all aspects of this agreement are subject to open discussion and disclosure and are a matter of public record. It is furthermore agreed to that no party will take any action to obstruct the operation of these laws. If records are created or maintained or in the custody of the provider, as an independent contractor, they, along with the raw data used to create the record, are, nevertheless, public records. Within legal constraints related to confidentiality and privacy protection, such records must be made immediately available to the public upon request and in the format in which they were created. Provider agrees to hold the village harmless and to indemnify the village for all costs, fees, including all attorney fees and judgments and damages of whatever kind for which the village may be held liable due to the provider's failure to comply with the Wisconsin public records and open meetings laws, or this agreement.
11. That any subsequent finding of a violation of the village's ethics policy by any party or any agent of any party acting either alone or acting in concert with a current or former Village of Bristol official or employee may result, at the sole option of Village of Bristol, in any subsequent agreement being declared null and void and / or may result in the party violating this policy being debarred from submitting proposals, bids or contracting with Village of Bristol for a specified period of time in the future.

ETHICS COMPLIANCE ADDENDUM

It is agreed and understood by all parties to this contract that:

1. In addition to ethical standards set forth in Wisconsin Statutes section 19.59 for all village employees and officials [either elected or appointed] Village of Bristol has adopted an ethics policy that is applicable to village employees in conducting village business. That policy may be reviewed at

<http://www.can.townweb.com/villageofbristol.org/wp-content/uploads/2018/title2governmentandadministration.pdfsec2-5-1>

It is further understood that all village employees and officials [either elected or appointed] are prohibited from engaging in any criminal conduct contrary to Wisconsin Statutes sections 946.12 involving misconduct in public office and 946.13 involving a private interest in a public contract.

2. This ethics policy is intended to ensure that public trust in Village of Bristol government is maintained and that decisions affecting the village and its citizens are made fairly and impartially for the benefit of all citizens and not for personal gain. This policy precludes the misuse or misappropriation of village property or funds for personal use or otherwise, use or disclosure of confidential information for personal gain or otherwise, elimination of conflicts of interests, receipt of gifts or favors or other considerations of value by village employees, the use of the employee's public position to influence or gain unlawful benefits or to influence or gain advantages or privileges for the employee, and the conducting of personal business or campaigning during working hours.
3. This policy, furthermore, requires employees to disclose and report to the proper authorities any violation of this policy or State Statute by either other employees or by any non-employee or citizen seeking to or aiding or abetting in efforts to circumvent this policy. Any employee failing to make such disclosure or report is subject to discipline. This contract also requires that any party contracting with Village of Bristol also report any such violation to either the District Attorney or Village of Bristol Attorney.
4. By executing this contract, each party certifies that it knows of no conflicts of interest or appearance of a conflict or appearance of an impropriety on the part of any current or former village official or employee who may have had a role on deciding which proposal or bid will be accepted, and
5. By executing this contract, each party certifies that no attempt has been made by anyone on behalf of the party submitting a proposal or bid to directly or indirectly illegally influence the awarding of a contract by promise of or delivery of any consideration or any thing of value to a current or former Village official or employee or family or household member of a current or former Village official or employee, or in any other manner contrary to law, and
6. The parties acknowledge that Village of Bristol is a municipal corporation legally bound to comply with the Wisconsin Open Meetings and Public Records laws and that as such, unless otherwise allowed for by law, all aspects of this agreement are subject to open discussion and disclosure are a matter of

public record. It is furthermore agreed to that no party will take any action to obstruct the operation of these laws. If records are created or maintained or in the custody of the provider, as an independent contractor, they, along with the raw data used to create the record, are, nevertheless, public records. Within legal constraints related to confidentiality and privacy protection, such records must be made immediately available to the public upon request and in the format in which they were created. Provider agrees to hold the Village harmless and to indemnify the Village for all costs, fees, including all attorney fees and judgments and damages of whatever kind for which the Village may be held liable due to the provider's failure to comply with the Wisconsin Public Records and Open Meetings laws.

7. That any subsequent finding of a violation of either the Village's ethics policy or Wisconsin Statutes sections, 19.59, 946.12 and 946.13 by any party or any agent of any party acting either alone or acting in concert with a current or former Village official or employee may result, at the sole option of Village of Bristol, in this agreement being declared null and void and / or may result in the party violating this policy being debarred from submitting proposals, bids or contracting with Village of Bristol for a specified period of time in the future.

DATED THIS _____ DAY OF _____, 20__.

Authorized Signature

Print Name

Title

ATTACHMENT E DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal # _____ includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released.

Section #	Page #	Topic / Description

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD THE VILLAGE OF BRISTOL HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE STATE'S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The village considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name _____

Authorized Representative _____
(Signature)

Authorized Representative _____
(Type or Print)

Date _____

ATTACHMENT F - STANDARD TERMS AND CONDITIONS

- A. SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Village of Bristol shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- B. ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful bidder will become contractual obligations if procurement action ensues.
- C. DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications of this request and the bidders/proposers shall be bound to the provisions.
- D. QUALITY:** Unless otherwise indicated in the request, all material shall be first quality, new model, and newest model year. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by Village of Bristol..
- E. DELIVERY:** Deliveries shall be F.O.B. to the destination listed on the purchase order or contract. Title and risk of loss of goods shall not pass to the Village until receipt and acceptance takes place at the FOB point. Contractor will be responsible to deliver to the destination shown on the purchase order, with inside delivery required at no additional charge to the Village.
- F. PRICING AND DISCOUNT:**
- a) Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
 - b) In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least thirty (30) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
 - c) Pricing errors, bids or proposals having any erasures or corrections must be initialed by the bidder/proposer in ink (preferably blue). Corrections without the signee's initials may be considered a no bid for that item.
 - d) Prices established in continuing agreements and term contracts may be lowered due to general market conditions.
- G. UNFAIR SALES ACT:** Prices quoted to Village of Bristol are not governed by the Unfair Sales Act.
- H. ACCEPTANCE-REJECTION:** Village of Bristol reserves the right to accept or reject any or all bids/proposals or to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal, as deemed to be in the best interests and sole discretion of Village of Bristol.
- I. LATE BIDS:** Bids/proposals must be date and time stamped by the Village of Bristol Purchasing Division on or before the date and time that the bid is due. Any bid that is date and time stamped in another office may not be accepted by the Purchasing Division. Receipt of a bid/proposal by the Village's internal mail system does not constitute receipt of a bid/proposal by the Purchasing Division. The responsibility for submitting bids to the Village of Bristol on or before the stated time and date is solely that of the respondent.
- J. METHOD OF AWARD:** Bid awards shall be made to the lowest responsible, responsive bidder unless otherwise specified. Proposal awards will be made to the responsible offeror whose bid or proposal is most advantageous to the Village of Bristol, price and other factors considered. Award will be made by the Village of Bristol (or designee).
- K. PAYMENT TERMS AND INVOICING:** Payments on this contract shall be made by check by Village of Bristol upon satisfactory performance of service and submission of invoice to the Village. Village of Bristol usually will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- a) Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
 - b) A good faith dispute creates an exception to prompt payment.
- L. TAXES:** Village of Bristol is exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- a) Village of Bristol is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its

purchases. The Village may be subject to other states' taxes on its purchases in that state depending on the laws of that state.

- M. GUARANTEED DELIVERY:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include Village of Bristol's administrative costs to retain such replacement.
- N. TERMINATION FOR DEFAULT:** Failure of the awardee to perform any of the provisions of this contract shall constitute a breach of contract, in which case, the Village may require corrective action within ten days (10) from date of receipt of written notice citing the exact nature of such breach. Failure to take corrective action or failure to provide a written reply within the prescribed 10 days shall constitute a default of the contract. If defaulted, the Contractor shall be liable for liquidated damages, if any. Village of Bristol reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party with or without solicitation of bids/proposals or further negotiations. As a minimum, Contractor shall be required to pay any difference in the cost of securing the products or services covered by this contract, or compensate for any loss to the Village should it become necessary to contract with another source because of this default, plus reasonable administrative costs, reasonable attorney's fees, court cost and expenses.
- O. TERMINATION FOR CONVENIENCE:** Upon seven (7) calendar days written notice delivered by first class post paid United States Mail, to the address indicated in the proposal/bid, to the successful bidder/proposer, Village of Bristol may without cause and without prejudice to any other right to remedy, terminate the agreement for Village of Bristol's convenience whenever Village of Bristol determines that such termination is in the best interest of the Village. Where the agreement is terminated for convenience of Village of Bristol the notice of termination must state that the contract is being terminated to the convenience of Village of Bristol under the termination clause and the extent of the termination. Upon receipt of such notice, the Contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination. The Contractor shall also terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except, as they may be necessary and complete any continued portions of the work.
- P. NON-APPROPRIATION OF FUNDS:** Village of Bristol states that it is our intent to make all payments required to be made under any agreement resulting from this bid or proposal. However, in the event Village of Bristol's legislative body, the Village of Bristol Board of Trustees, does not appropriate funds for the continuation of the agreement for any fiscal year after the first fiscal year, and it has no funds to continue the agreement from other sources, said agreement will be terminated without damages or cost for such termination.
- Q. BACKGROUND CHECKS:** All employees of the Contractor who service equipment or perform work in a Village facility under this contract may be required to submit to a criminal records background check or security check on a case-by-case basis before allowed access to the facility. Contractor will be required to submit any requested identifying information for each technician, employee or subcontractor and must provide an updated list of technicians, employees or subcontractors to the Contract Manager whenever a change in staff occurs.
- R. PUBLICITY RELEASES:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by Village of Bristol. The Contractor shall not have the right to include the Village's name in its published list of customers without prior written approval of Village of Bristol. The Contractor further agrees not to publish, publicize, verbalize, print, tape, film, email, internet communication or any other electronic communication or cite in any form, any comments or quotes from Village staff.
- S. ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, acknowledgment, or invoice shall be effective or binding unless expressly agreed to in writing by Village of Bristol. Any attempt to alter or change the terms and conditions of the bid/proposal document without prior written authorization by Village of Bristol shall be cause for termination of the contract at the discretion of the Village.
- T. APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin; venue shall be in Village of Bristol. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, rules and regulations. Village of Bristol also reserves the right to cancel this contract if the Village learns the contractor is debarred from a local governmental entity, the State of Wisconsin or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from local or federal procurement and non-procurement contracts.
- U. ANTITRUST COMPLIANCE:** Those parties contracting with the Village, or submitting bids under this Invitation to Bid, certify that with respect to all aspects of this bid and any subsequent agreement they have complied and will comply with all Federal and State Anti-Trust and Restraint of Trade laws and regulations. FURTHERMORE, said party agrees to defend and hold harmless the Village of Bristol against any claims to the contrary.
- V. ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of Village of Bristol.
- W. PATENT, COPYRIGHT, TRADEMARK OR SOFTWARE LICENSE INFRINGEMENT:** The contractor selling to Village of Bristol the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent, copyright, trademark or software license. The contractor covenants that it will at its own expense defend every suit which shall be brought against Village of Bristol (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright, trademark or software license by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and judgments, orders reasonable expenses, reasonable attorney fees in defense of such actions, in any such suit.
- X. SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to Village of Bristol must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards. The equipment or chemicals you would

supply to Village of Bristol must comply with all requirements and standards as specified by the Occupational Safety and Health Administration and Wisconsin Department of Commerce. All guards and protectors as well as appropriate markings must be in place before delivery. Items not meeting current regulatory specifications will be refused. The supplier may be required to provide training to Village employees in the operation and handling of the item and its maintenance, at the supplier's expense and at the convenience of the Village.

- Y. WARRANTY:** The equipment manufacturer's standard warranty shall also apply as a minimum warranty and must be honored by the contractor. If there are no standard manufacturer's warranties and unless otherwise specifically stated by the bidder/proposer, equipment, materials, products purchased as a result of this request shall be warranted against defects by the bidder/proposer for a minimum of one (1) year from date of receipt.
- Z. PUBLIC RECORD LAW COMPLIANCE:** It is the intention of Village of Bristol to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid / proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.
- a) The Parties acknowledge that Village of Bristol is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 & 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this agreement are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein shall produce copies of all materials gathered or produced or modified pursuant to this contract to Village of Bristol, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin case law, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold Village of Bristol, its agents, officials and employees harmless and to indemnify them and Village of Bristol for all costs, fees, including all reasonable attorney fees and expense of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which Village of Bristol or its agents, officials or employees may expend or be held liable due to the Provider/contractor's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this agreement.
- b) Any Public Record Law request received directly by a contractor related to this contract with Village of Bristol shall immediately be reported to the contract manager for the Village.
- AA. PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request or a contract, must be clearly stated in the bid/proposal or contract itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin Public Records Law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- a) Data contained in a bid / proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data obtained and all documentation, and innovations developed as a result of the bid / proposal process and or contract shall become the property of Village of Bristol.
- b) Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form obtained from the Village of Bristol. Bidders / proposers may request the form if it is not part of the Invitation for Bid / Request for Proposal package. Bid / proposal prices cannot be held confidential.
- BB. CODE OF ETHICS:** It is acknowledged that Village of Bristol officials are bound by the State of Wisconsin Ethics Code and the Village of Bristol Ethics Policy. In the event that any party or any agent of any party acts in concert with a Village of Bristol official or employee in such a manner as to violate any such ethics provision this Agreement may, at the sole option of Village of Bristol, be declared null and void.
- CC. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS**
In the performance of work under this Contract, 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 not be limited to, the following:
- Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor will post in conspicuous places, available for employees of the Contractor and applicants for employment, notices setting forth the provisions of the non-discriminatory clause.
- Contractor is an individual and/or small business. The Equal Employment Opportunity Commission has promulgated specific guidelines governing equal employment responsibilities in this context (known as "contingent employment"), and consistent with this approach, the Department of Labor has expressly excluded temporary employees from the EEO-1 reporting requirements. Accordingly, in compliance with these guidelines, Village of Bristol has promulgated internal policies and procedures designed to ensure that contingent workers are hired and placed based solely upon their qualifications.
- When a violation of the non-discrimination, equal opportunity or affirmative action provisions of this section has been determined by the Village, 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, the

Village 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, or it may permit Contractor to complete the Contract but, in either event, Contractor may be ineligible to participate in future contracts with the Village.

- DD. SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Safety Data Sheet as amended from time to time or other applicable regulations for each item with the shipped container(s) and one (1) copy with the invoice(s).
- EE. FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the United States government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
- FF. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
- a) The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
 - b) Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and
 - c) No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
 - d) Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to FF(a) through FF(c) above; (or)
 - i) He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to FF(a) through FF(c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to FF(a) through FF(c) above.
- GG. DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a village contract. The Village of Bristol may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the Village.
- HH. EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by Village of Bristol, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing office of such person or persons and the Village of Bristol Administrator.
- II. RECORD KEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.
- a) Village of Bristol shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.
- JJ. INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the village. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the Village.
- KK. LITERATURE AND SAMPLES:** When required, literature and/or samples are to be labeled with the bid/proposal number, bid/proposal title, bid/proposal opening date, bid/proposal line number and the part number of the item that was bid/proposed. Literature and/or samples will be sent with the bid, or when requested by the Village of Bristol, to a designated address or to the Village of Bristol. 19801 83rd Street, Bristol, WI 53104. Samples will be returned at the expense of the bidder/proposer, upon request.
- LL. PERMITS AND INSPECTION:** When required any and all permits and inspections shall be included in the bid price and shall not be an additional cost to the Village.

MM. OPTIONAL COOPERATIVE PURCHASING AGREEMENT: It is intended that any other public agency (i.e., city, county, village, district, public agency, municipality or state agency) shall have the option to participate (A.K.A. "join" or "piggyback") in any award made as a result of this solicitation under the same terms and conditions. The Village of Bristol shall incur no financial responsibility in connection with purchase orders or contracts made by the bidder with another public agency resulting from this solicitation. The public agency utilizing the original contract shall accept sole responsibility for placement of orders and applicable payments to the vendor. Should the Bidder not wish for a contract resulting from this bid to be used by other public agencies, they have the option to decline at the time of request.

NN. ORDER SEQUENCE FOR BID/PROPOSAL DOCUMENTS: In the event that any information is listed in this document more than once, the order of document sequence listed below prevails:

- a) All Standard Terms and Conditions are superseded by
- b) Special Terms and Conditions, are superseded by
- c) The Specifications.

**VENDOR PERMIT AGREEMENT BETWEEN
VILLAGE OF BRISTOL
AND
PROPOSED VENDOR**

This Vendor Permit Agreement (“Agreement”) is made and entered into effective _____ (“Effective Date”), by and between VILLAGE OF BRISTOL (the “Village”) and PROPOSED VENDOR (“Vendor”), as represented by XXXXX. Referenced together, Village and Vendor are the “Parties” to this Agreement.

WITNESSETH:

WHEREAS, Village is the owner of Hansen Park, (the “Park”) located at 19806 86th Place, in the Village of Bristol, Kenosha County, State of Wisconsin; and

WHEREAS, the Parties wish to enter into an agreement governing the operation of a food and beverage concession in Hansen Park.

NOW THEREFORE, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

PROVISIONS:

1. Permitted Use:

1.1 Food and Beverage Sales: Vendor is permitted to sell food and beverages, including alcoholic beverages served under a Class B tavern license, at the Pavilion in Hansen Park and its environs, as more specifically set forth on Exhibit A (the “Premises”). This Agreement in totality contemplates Hansen Park only, and no other Village Park. The Parties may mutually agree to expand the Premises from time to time by use of a Park Use Agreement. The food and beverage concession may operate from May 1 through October 30. During the month of May, Vendor shall open a minimum of two weekends prior to Memorial Day weekend. Vendor’s hours of operation June through September may be Monday – Thursday from 4 p.m. to 9:00 pm; Friday – Sunday from noon to 9:00 p.m. Vendor shall be open weekends in the month of October. Vendor shall have the ability to increase hours of operation with the Village Administrator’s permission. Inclement weather closures or opening delays shall be at the discretion of Vendor. Vendor shall not dispense or distribute alcohol to patrons after 9:00 p.m.

It is the responsibility of Vendor to manage the distribution of alcohol, and

Vendor is solely responsible for any incidents involving alcohol sold by Vendor at the Premises. Vendor shall monitor the service of alcoholic beverages, make sure no one under the age of twenty-one (21) is drinking alcohol, and refuse service to people who appear to be intoxicated or using poor judgment in their drinking. Vendor is solely liable for any damages under the Dram Shop Laws as codified in Wisconsin at section 125.035 of the Wisconsin statutes. Vendor acknowledges that Village is not dispensing alcoholic beverages, Vendor is. Therefore, all liability for any alleged violation under Chapter 125 lies with Vendor. Vendor will use best efforts to ensure that no alcoholic beverages served in the food and beverage area are consumed outside of the Premises. Vendor shall provide signage prohibiting consumption and possession alcoholic beverages from site as described as Exhibit A.

1.2 Special Events: All special events to be held on the Premises require the written permission of the Village Administrator and Vendor shall obtain Park Use Agreement in effect at the time of the Special Event from Village. Any Vendor third-party on-site publications and advertising shall be authorized by the Village Administrator.

1.3 Public Access and Use of the Premises: Vendor and Village recognize that the Park is a public Park and that public use of the Premises is mutually desirable. Vendor shall provide the Pavilion during open hours of operation, by non-customers of Vendor. The outdoor portion of the Premises and its surroundings shall remain open year-round and available to the public on a daily basis during Park hours. It is understood that the general public is not permitted to carry in personal alcoholic beverages as stated in Village ordinance 7-2-1 through 7-2-40. Village agrees to not rent the pavilion or areas defined as the Premises to the general public. Vendor agrees to not close the Premises for private events that prevent the general public from utilizing their services during regular business hours. Partial closure of the Premises due to private rentals shall only be permissible with prior authorization by the Village Administrator and in conformance with all Village ordinances and State statutes.

1.4 Use of the Premises: The Parties agree that Vendor accepts use of the Premises subject to all existing easements or restrictions on the Premises and surrounding area, and Vendor shall obtain any and all approvals necessary for its use as contemplated by this Agreement. Village is not responsible for any required approvals, building permits or other required authorizations from regulatory agencies other than Village relating to Vendor's permitted uses. Vendor may not lease or rent the Premises to any third party or rent the pavilion to other parties. Vendor shall allow Village to use the Premises for annual special events and Village will give Vendor a schedule of events in the first quarter of the calendar year. Vendor shall make an attempt to accommodate special events by offering the sale of food and beverages to event participants.

1.5 Traffic Control Plan: Vendor shall submit a traffic control plan to Village on an annual basis. Vendor shall supply a traffic control plan to manage both typical business operations as well as special events. The traffic control plan shall include staff levels and management expectations to ensure the safety of Park patrons and accommodating accessibility to competing Park amenities (volleyball court, softball fields, playground...etc.) to patrons visiting the Park. The traffic control plan must be approved by the Village

Administrator prior to the seasonal opening of the beer garden on an annual basis.

2. Term: This Agreement shall commence on the Effective Date and expire December 31, 2029 (the "Initial Term")

3. Payments for Utilities: Vendor shall reimburse Village for all electric usage from the Premises based on the meter reading at the end of each season. Invoices shall be paid within thirty (30) days of issuance. All electrical improvements, installations and upgrades shall be approved by the Village Administrator before they are undertaken.

3.1 Village's Permission for Vendor Improvements: During the conceptual and planning phases of any Vendor Improvements, Vendor shall provide Village with all plans and specifications for such improvements. Within thirty (30) days after receiving notice from Vendor or its agents of plans or specifications for Vendor Improvements to the Premises, Village shall either approve or disapprove of such plans or specifications in writing. Prior to any work being done, Vendor must obtain a Right of Entry Permit from Village and show proof of all required permits and licenses from local municipalities other than Village and the state as required. Vendor shall keep Village advised on an ongoing basis and will welcome input from Village as alternatives are being considered. The final construction plans (with regard to engineering, structural, environmental, and utilities matters) shall require Village review and approval, which must be obtained prior to bidding out and awarding any contracts to commence construction. Vendor shall be permitted to use private contractors to make Vendor Improvements or other alterations to the Premises. As a condition to issuance of approval, Village may require reasonable proof that adequate private or public funding exists both for the construction and the subsequent operation, maintenance, and repair of any Vendor Improvements. In addition, Village may require Vendor to maintain certain improvements as a condition of this Agreement.- Vendor must provide a vendor improvement completion date for a date certain. In the event of a breach of the completion date, Vendor shall have ten working days to return the facility to the pre-improvement state.

3.2 Access for Making Vendor Improvements: Village hereby grants and conveys to Vendor and its agents, employees and contractors' non-exclusive rights of access to, on, over and across the Park for the construction, maintenance, repair and replacement of Vendor Improvements, for which Vendor shall be solely responsible. Vendor shall use commercially reasonable efforts to minimize any interference with Village's use of the Park and shall restore the Park (beyond Vendor Improvements) to reasonably the same condition as existed immediately prior to any construction activity, all at Vendor's sole cost and expense.

3.3 Title to Vendor Improvements: All permanent Vendor Improvements to the Premises, when completed, shall become the property of Village, free and clear of any and all liens and encumbrances. When any improvement is undertaken, Vendor and Village shall agree in writing as to whether or not the improvement is permanent.

4. Marketing and Sponsorships: Vendor is responsible for all marketing and advertising to promote its activities. Village shall make reasonable efforts to aid and support Vendor's marketing and advertising efforts. Vendor shall acknowledge Village and include the

Village logo in all promotional materials, whether print or digital, directly related to its activities covered under this Agreement. All proposed banners, signage and advertising on or within the Premises, including if placed on temporary or portable structures, must be pre-approved in writing by the Village Administrator. Vendor shall notify the Village Administrator or the Village Administrator’s designee as soon as it is aware of any television, radio, print, electronic or other media interviews or reports to be prepared regarding the Premises. Village shall have the right to approve of any such interview, report or other announcement pertaining to the Premises in its sole discretion. Vendor may not enter into any sponsorships or other promotional arrangements with outside contractors at the Premises without the prior written consent of the Village Administrator.

5. Payment: Vendor shall pay to Village at the close of each month of operation during the Initial Term a commission of

Year	Base Gross Revenue	Supplemental Fees
2024	Flat investment minimum of \$XXX; 0% of gross revenue up to \$300,000	3% gross revenue exceeding \$300,000
2025	10% of gross revenue up to \$300,000	15% gross revenue exceeding \$300,000
2026	12% of gross revenue up to \$300,000	15% gross revenue exceeding \$300,000
2027	12.5% of gross revenue up to \$300,000	15% gross revenue exceeding \$300,000
2028	15% of gross revenue	N/A

Vendor shall pay Village within thirty (30) days of the close of the applicable month. “Gross sales” shall be defined as the total of all receipts (cash, checks, credit cards) derived from the sale of all food, beverages, merchandise, memberships and third-party sales associated with the food and beverage concession, less sales tax and discounts. Deductions for client non-payments or bad-debt expenses are not allowed. Checks shall be made payable to the Village of Bristol Treasurer and mailed or delivered to: Village of Bristol, 19801 83rd Street, Bristol, Wisconsin 53104.

6. Sales Reports: On a monthly basis, Vendor shall compile and provide Village with a detailed summary report of all sales activities and a financial reconciliation of all commissions owed and paid. Vendor shall submit such reports within thirty (30) days of the close of the applicable month.
7. Rights Reserved to Village: Village shall not contract with a third party to operate another ongoing food and beverage concession in another area of the Park, with exception of the existing Agreement between Village and Progress Days and Growing With Bristol. Village further reserves the right to operate its own concession area during any and all ball diamond events held in the Park. Bristol Progress Days and Growing with Bristol shall have use of the Park for 1 weekend each year and agreement between Vendor and both entities will be required.
8. Permits, Licenses, and Other Costs: Vendor shall procure, maintain, and pay the fees for all appropriate federal, state, and local licenses and permits required for its activities

Vendor Improvements.

9. Compliance with Laws: Vendor shall, at Vendor's expense, promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over Vendor's use of the Premises pertaining to: (a) accessibility, ensuring that the Premises and environs are fully accessible pursuant to the American with Disabilities Act of 1990 and the Architectural Barriers Act of 1968 and such accessibility shall be subject to approval by Village. Each Party shall, at its expense, promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over its activities under this Agreement.
10. Village Approval of Items to be Sold: Vendor shall provide Village with a list and pricing information for the products it intends to sell. Vendor shall provide concessions such as, but not limited to bratwurst, frankfurter, sausage platters, pretzels, and ice cream. The Village Administrator or the Village Administrator's designee shall have the right to prohibit the sale of any item that the Village Administrator deems to be inappropriate.
11. Amplified Music Restriction: Amplified music shall be limited to acoustic and vocal reinforcement to provide background music throughout the Premises and environs. Events or performances with concert style amplification must be approved in writing by the Village Administrator or the Village Administrator's designee. All amplified music approved by the Village Administrator or the Village Administrator's designee, and ambient music, shall comply with the appropriate municipal noise ordinances. In addition, Vendor agrees to comply with the cabaret ordinances of Village and warrants and represents that it shall not allow amplified music or other entertainment which would be regulated by those ordinances on the Premises in the absence of a license or permit issued by Village.
12. Signage: All proposed banners, signage and advertising on or within the Premises, including temporary or portable structures, must be pre-approved in writing by the Village Administrator or the Village Administrator's designee.
13. Garbage: Vendor is responsible for maintaining the Premises and surrounding areas in a state of cleanliness and repair to prevent injury to the public. Vendor shall dispose of all garbage from the Premises. Garbage removal will be coordinated with Public Works in Village. Vendor shall leave the Premises free from litter, garbage, and debris by the close of business daily. Vendor shall be responsible for supplying all necessary garbage bags and cleaning supplies to maintain the remainder of the Premises.
14. Vendor's Obligations for Maintenance and Minor Repairs: Vendor shall maintain the Premises in good order. Vendor shall also be responsible for the routine cleaning of restrooms, maintenance, general cleaning, and upkeep of the grounds including vendor improvements, trees, planters, landscaping, turf, fencing, and gravel patio surfacing within the Premises. Village shall clean the restroom facility once per week and it shall be the responsibility of Vendor to maintain the cleanliness and replenish supplies during business hours. Village shall be responsible to purchase all necessary cleaning supplies for the interior of the restroom facility. The Village Administrator

may require that maintenance and repairs be undertaken within thirty (30) days of written notice of the need for said maintenance or repairs. Vendor shall make minor repairs to all plumbing, electrical and lighting (including the replacement of light bulbs), door latches and locks, windows and plate glass/plastic, and signage, where such repairs or replacement are to the existing items in place within the Premises or to those installed by Vendor. A material list will need to be submitted to Village for approval to ensure that Village's material standards are being met.

15. Vendor's Obligations for Major Repairs: Vendor shall maintain in good order and make "major repairs" to any plumbing, electrical and lighting, door latches and locks, windows and plate glass/plastic, signage, and structural elements whose repair or replacement are necessitated by the negligence or willful misconduct of Vendor, its employees, invited guests, or patrons. "Major repairs" are herein defined as any singular repair or replacement whose cost is Five Hundred Dollars (\$500) or greater for each instance. Vendor shall further make all repairs or replacements, whether "major" or "minor," to any equipment, trade fixture, signage, or structural component, including plumbing, electrical lighting, doors, windows, and plate glass/plastic, which it has provided or caused to be installed or improved upon the Premises. All repairs shall be done by licensed tradespersons, with oversight by Village operational staff. A material list will need to be submitted to Village for approval to ensure that Village's material standards are being met. Vendor may contract with Village for repairs on a time and materials basis. (Note: The obligations in 15 and 16 overlap.)
16. Village Obligations for Major Repairs: Village shall maintain in good order and provide for all major repairs to all structural components of the Premises, including the roof and roof systems foundation, exterior walls, interior structural walls, and all utility systems, including electrical, except for such components which have been provided and installed by Vendor or as further provided for in Section 15 above. Village shall also maintain and repair all parking areas, public sidewalks, and all utility systems, which serve the Premises as a whole, but are not part of the Premises. Village states that it is the Village's intent to make all repairs required to be made under this Agreement. However, in the event Village's legislative body, Village Board of Trustees, does not appropriate funds for the necessary repairs, the repairs will not be completed until approved by the Board of Trustees.
17. Timeliness of Repairs: Each Party shall perform its obligations under Sections 14,15,16, 18, and 19 hereunder promptly after learning of the need for such repairs, but in any event within thirty (30) days of the occurrence or notice provided by one Party to the other. If Village fails to make such repairs within thirty (30) days after Vendor's notice (except when the repairs require more than thirty (30) days for performance and Village commences the repair within thirty (30) days and diligently pursues the repair to completion), Vendor may, at its option, undertake such repairs and deduct the reasonable cost thereof from the monthly rentals or commissions next falling due. If Vendor fails to make such repairs for which it is obligated within thirty (30) days after Village's notice, and such failure constitutes a health or safety hazard to the public, or has the potential to cause further damage to the Premises, then Village shall have the right to make the repair with its own staff or contract with a third party to make the repair, and charge all reasonable costs associated with making the repair to Vendor

(including salary and benefits if done with Village's own staff).

18. Removal of Equipment and Supplies: Upon expiration or termination of this Agreement for any reason or no reason, Vendor shall remove, at its cost, all of its supplies, displays, and related items from the Premises within thirty (30) days of the expiration or termination date, and shall restore the Premises to its prior condition (except that any improvements performed by Vendor _____), in a manner satisfactory to the Village Administrator or the Village Administrator's designee. Damage caused to the Premises by any removal of personal property or improvements to the Premises shall be repaired by Vendor. If for any reason Vendor does not comply in a timely manner with its obligations under this paragraph, then Village may make such repairs or remove, dispose of, or retain such property as Village sees fit. It is mutually agreed that Village may recover from Vendor any and all reasonable costs, as determined by Village, related to this Section. Vendor agrees to surrender the Premises in broom-clean condition, subject to ordinary wear and tear and casualty.

19. Disposal of Fats, Oils and Grease:

19.1 Prevention of FOG Build-up: Vendor shall keep leftover grease and food scraps from going down the drains. Vendor is solely responsible for complete removal of any buildup of fats oils and greases ("FOG") poured down drains can build up in pipes and sewers and cause sewage backups, which can lead to raw sewage overflows. Large amounts of FOG should be collected and stored in drums or barrels for recycling. Small amounts can be poured into a sealed container and thrown away. Vendor should scrape or wipe FOG from dishware and cookware and put it in the trash.

19.2 GCD Installation: Vendor shall have a grease control device ("GCD") meeting all applicable requirements of Wisconsin Administrative Code NR 113 and State of Wisconsin Department of Commerce 82.34 standards. The GCD shall be installed by a plumber licensed in the State of Wisconsin prior to Vendor's occupancy of the Premises. The GCD shall be installed and connected so that it may be readily accessible for inspection, cleaning and removal of FOG at any time.

19.3 Maintenance: The GCD shall be installed and maintained at Vendor's sole expense. The GCD shall remain with the Premises if this Agreement expires or is terminated. Maintenance shall include the complete removal of all contents, including floating material, wastewater and settled solids. The GCD shall be cleaned no less frequently than once every six (6) months. Grease interceptors shall be pumped out completely when the total accumulation of FOG, including floating solids and settled solids, reaches twenty-five percent (25%) of the overall liquid volume. Frequency of cleaning will depend upon the type of food prepared and how well grease is managed in the kitchen.

19.4 Waste Disposal: FOG removed from a grease interceptor shall be disposed of in a solid waste disposal system or by a certified grease hauler. FOG removed from a grease interceptor shall be disposed of at a facility permitted to receive such waste. No

FOG shall be returned, decanted or discharged to any grease interceptor or into any portion of any private or Village sanitary sewer system or water treatment facility.

19.5 Posting of Signage: Vendor shall post Village signage provided to Vendor regarding FOG disposal in a clear and prominent place in the kitchen at the Premises. Village signage shall be posted above the sink at the Premises if such posting is possible and if such posting would not obscure the signage.

19.6 Inspection: Village shall have the right of entry into the Premises at any time to make inspections, observation, measurements, sampling, testing, or records review of the GCD to ensure that Vendor is in compliance with this Section 19. Operational changes, maintenance and repairs requested by Village shall be implemented by Vendor at Vendor's sole expense.

19.7 Record Keeping: Vendor shall retain and make available at any time for Village inspection and request all records of all cleaning and/or maintenance pertaining to the GCD during the Term. Cleaning and/or maintenance records shall include, at a minimum: (a) the dates of cleaning/maintenance; (b) the names and business addresses of each company or person performing the cleaning/maintenance; (c) the volume of waste removed in each cleaning/maintenance; (d) information regarding each FOG disposal, including location of the waste disposal site and a copy of the original manifest from the hauler, if applicable; and (e) description of any repairs needed to the GCD, date repairs performed and name of repairer. The rights and obligations set forth under this provision shall survive the termination of the Agreement for a period of three (3) years.

20. Site Restoration: Both Vendor and Village shall together participate in a pre-season and post-season inspection of the Premises, including the turf. Vendor shall provide a restoration plan satisfactory to the Administrator or the Village Administrator's designee. Vendor's goal shall be to leave the turf in an improved environmental state. Accordingly, the restoration plan shall outline any methods for environmental management. Further, Vendor shall be responsible for any actual documented physical damage to the Premises caused by Vendor, its employees, agents, representatives, and guests. Within five (5) days of the discovery of any such damage, the Premises shall be restored to the satisfaction of the Village Administrator or the Village Administrator's designee. If damage is not restored by Vendor after five (5) days of the discovery and Village elects to restore such damage, then Village shall have the right to restore the damage with its own staff or contract with a private company to restore the damage, and charge all reasonable costs directly associated with performing the restoration work, to Vendor (including salary and benefits if done with Village's own staff).

21. Security: Unarmed security personnel are permitted within the Premises for the purposes of checking identification and general observation. Vendor shall be solely responsible for and assume all risks related to the security of the Premises and use of security personnel.

21.1 Internet Connection and Access: Village will provide an internet connection for

Vendor. However, Village is not liable for security of the internet usage, nor the continuity of service at the Premises. Vendor is responsible for security in Vendor's equipment, application and any usage at the location as well as maintenance of connectivity. Village provides the internet connection on a best efforts basis and does not guarantee service or security.

22. Inspection by Village: Village shall at all reasonable times have the right to enter the Premises to inspect the condition thereof, and to improve or repair the Premises, and to make such repairs, alterations, improvements or additions as Village may deem necessary or desirable; provided, however, such entry shall be done in such a manner that it does not unreasonably interfere with the conduct of Vendor's use of the Premises.

23. Interest: Unless waived by Village's Board of Trustees, Vendor shall be responsible for payment of interest on amounts not remitted in accordance with this Agreement. The rate of interest shall be the statutory rate in effect for delinquent Village property taxes (one and a half percent (1.5%) per month or fraction of a month) as described in Wisconsin statutes section 74.47(1). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

23.1 Penalty: In addition to the interest described above, Vendor shall be responsible for payment of penalty on amounts not remitted in accordance with this Agreement, as may be determined by Village. The penalty shall be the statutory rate in effect for delinquent County property taxes (1.5% per month, or fraction of a month) as described in Village of Bristol ordinance section 3-1-18 and Wisconsin statutes section 74.47(2). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

23.2 Audit Results: If, as a result of the annual audit required herein, if additional amounts are disclosed to be due and owing to Village, interest and penalty shall be calculated thereon in accordance with the above method. Vendor shall remit to Village any additional amounts identified due and owing for the audit including interest and penalty thereon within thirty (30) days following receipt of the audit report by Village.

23.3 Nonexclusivity: This provision permitting collection of interest and penalty by Village on delinquent payments is not to be considered Village's exclusive remedy for Vendor's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by Village of any other remedy permitted under this Agreement, including but not limited to termination of this Agreement.

24. Audit: Vendor shall cause an annual audit to be prepared and submitted to Village on or before May 1 each year during the term. In addition, Vendor shall allow Village or any other party Village may name, when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by Vendor, including not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records

or other information directly relating to matters under this Agreement, all at no cost to Village. Any subcontracting by Vendor in performing the duties described under this Agreement shall subject the subcontractor and/or associates to the same audit terms and conditions as Vendor. Village shall have the right to approve annually any subcontracting undertaken by Vendor. Vendor (or any subcontractor) shall maintain and make available to Village the aforementioned audit information for no less than seven (7) years after the expiration or termination of this Agreement.

25. Books and Records: Vendor shall maintain books and records in connection with the Beer Garden and shall retain such records for a period of seven (7) years, or as long as required by State and federal rules and regulations. Vendor shall maintain records of the services provided under this Agreement and shall make any such records available to Village upon request. In addition, Vendor shall allow inspection of records and documents, insofar as it is permitted or required by State and federal law, with regard to any inspection or investigation of Village. However, nothing in this Agreement requires Vendor to open the books or records of its business except as required by law. Further, Vendor does not waive any right to confidentiality of records except as required by law.
26. Insurance: Village assumes no responsibility for any loss or damage to Vendor's personal property while in use or stored at or on the Premises. Vendor shall maintain comprehensive liability, workers compensation and automobile liability insurance as required below. Vendor shall provide Village with certificates evidencing such coverages in the following minimum amounts.

Type of Coverage

	Minimum Limits
Commercial General Liability	
Personal Injury and Advertising Injury Per Occurrence	\$1,000,000 Per Occurrence and \$1,000,000 in the Aggregate
Fire Legal	\$1,000,000
Automobile Liability Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired Uninsured Motorists Per Wisconsin Requirements	\$1,000,000 \$1,000,000 Combined Single limit Per Accident
Liquor Liability Wisconsin Workers' Compensation Statutory, or Proof of All States Coverage	\$1,000,000 Per Occurrence
Employers' Liability \$100,000/\$500,000/\$100,000	If applicable If applicable
Umbrella Liability	\$5,000,000 Each Occurrence and in the Annual Aggregate

Village shall be named as an additional insured for General Liability and Automobile Liability. A waiver of subrogation for Workers Compensation by endorsement in favor of Village 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 Village Administrator annually for the duration of this Agreement. 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 Village, 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 Village for approval prior to the commencement of activities under this Agreement.

Vendor shall provide current certificate of insurance continually during the term of this Agreement.

27. Indemnification: To the fullest extent permitted by law, Vendor shall indemnify and defend Village for, and hold it harmless from all liability, claims and demands on account of bodily injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of or are in any manner connected to the Premises, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of Vendor, its agents, or employees. Vendor shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action.

27.1 Environmental Indemnification. Vendor shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, cleanup, remediation or detoxification arising out of any : (a) any Hazardous Materials brought onto or introduced into the Premises or surrounding areas by Vendor or its agents and/or (b) Hazardous Materials whose presence pre-exists the commencement of Vendor's improvements, located in the Park, that are discovered or disturbed as a result of Vendor's improvements on, at or near the Premises. Vendor hereby agrees to indemnify, defend and hold Village harmless from and against any and all liabilities, costs, expenses (including taxable costs and taxable attorneys fees), damages (including but not limited to clean-up, remediation or detoxification of) or any other losses caused by its introduction of any such Hazardous Materials into or onto the Premises and any Hazardous Materials brought onto or introduced into the Premises as described herein. "Hazardous Materials" as the term is used herein shall mean any substance: (a) the presence of which requires investigation or remediation under any Federal, State or local statute, regulation, ordinance, order, action or policy; or (b) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any Federal, State or local statute, regulation,

ordinance, or amendments thereto. Notwithstanding the foregoing, Vendor shall not be liable for, and shall have no obligations for (including but not limited to the indemnification, repair, clean-up, remediation, or detoxification of) any Hazardous Materials brought onsite by Village or any third parties, other than Vendor's contractors, subcontractors, agents or guests.

28. Assignment and Subletting: Vendor shall not assign this Agreement, in whole or in part, or sublease any part of the Premises without the prior written approval of the Village Administrator or the Village Administrator's designee.
29. Termination: Village may terminate this Agreement: (a) if Vendor fails to comply with any provision in this Agreement, and such failure continues for forty-five (45) days after a written notice from Village setting forth in reasonable detail the nature of such default; or (b) if Vendor ceases to do business as a going concern, ceases to pay its debts as they become due, or admits in writing that it is unable to pay its debts as they become due, or becomes subject to any proceeding under any federal or state bankruptcy law, or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of Vendor's assets or Vendor's interest in this Agreement.
30. Partnership: Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between Village or its successors or assigns and Vendor or its successors or assigns. This Agreement does not create the relationship of principal and agent.
31. Non-waiver of Laws: Nothing in this agreement shall limit or waive statutory or common law or constitutional defenses or immunities applicable to Village regarding the Park or operation of the beer garden.
32. Notices: All notices with respect to this Agreement shall be in writing, and e-mail shall constitute writing for the purposes of the foregoing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand or after posting via US Mail, to the party addressed as follows:

To Vendor:

To Village:
Village of Bristol
Administrator
19801 83rd Street
Bristol, WI 53104

Either party may designate a new address for purposes of this Agreement by written notice to the other party.

Signature page follows

Vendor

By, _____

THE VILLAGE OF BRISTOL

By, _____
Michael Farrell, Village President

Recommended by:

By, _____
Randy Kerkman, Village Administrator

This agreement was jointly drafted by the parties

Exhibit A - The Premises

CERTIFICATE OF LIABILITY INSURANCE