

ADDRESS: 1 BREWERS WAY MILWAUKEE, WI 53214 EMAIL: CONTACT@WIBASEBALLDISTRICT.COM PHONE: (414) 902-4040

REQUEST FOR PROPOSALS

FOR

WAYFINDING SIGN DESIGN SERVICES

AMERICAN FAMILY FIELD 1 BREWERS WAY MILWAUKEE, WISCONSIN 53214

ISSUED BY: WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT ("DISTRICT")



ADDRESS: 1 BREWERS WAY MILWAUKEE, WI 53214 EMAIL: CONTACT@WIBASEBALLDISTRICT.COM PHONE: (414) 902-4040

INTRODUCTION

The Wisconsin Professional Baseball Park District ("District" or "Owner") is a special district that is a local unit of government, a body corporate and politic that is separate, distinct and independent from the state. The District is charged with the oversight and monitoring of planning, financing, designing, constructing, commissioning, operating and maintaining a major league baseball facility, American Family Field, that is the home of the Milwaukee Brewers ("Team"), in Milwaukee, Wisconsin.

The District is seeking proposals from qualified contractors ("Contractor") for the design of the wayfinding signs at American Family Field. To be considered, proposing Contractors must demonstrate experience performing services in similarly large and complex buildings.

OVERVIEW

Proposals should be written to the attention of:

Wisconsin Professional Baseball Park District Attn: Kristi Kreklow American Family Field 1 Brewers Way Milwaukee, WI 53214

Proposals can be emailed to: <u>kkreklow@wibaseballdistrict.com</u> Contractors will receive an email confirming receipt of their proposal.

Proposals are due by: 5:00 PM (CT) on Tuesday, April 22, 2025

This RFP may be amended by the District in response to need for further clarification, specifications and/or requirement changes, new opening date, etc. Amendments will be posted on the District's website at www.wibaseballdistrict.com. It is the responsibility of the proposing Contractors to check this website for any future amendments, questions, revisions, etc., prior to the opening date and return with the response. Failure to do so may result in your proposal being rejected. The District reserves the right to (i) reject any and all proposals for any reason or no reason at all; (ii) disregard all non-conforming, non-responsive or conditional proposals; or (iii) waive any and all proposal irregularities or informalities and make an award as if the irregularities or informalities did not exist. Contractors will not be compensated for any costs or expenses incurred in the preparation of their proposal.

Any and all questions related to this RFP must be submitted in writing no later than 5:00 pm (CT) on April 14, 2025, to Kristi Kreklow at kkreklow@wibaseballdistrict.com.

Responses to questions will be posted on the District's website (<u>www.wibaseballdistrict.com</u>) no later than 5:00 pm (CT) on April 16, 2025. Please check the website periodically since a preliminary response to questions may be posted sooner than April 16, 2025.



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A copy of the Wisconsin Professional Baseball Park District General Terms and Conditions to Professional Services Contract is included in **Appendix B**. A contract with these terms and conditions will be presented to the selected Contractor for signature. Proposing Contractors are required to return any exceptions to these standard Terms and Conditions with their proposal.

PRE-PROPOSAL SITE VISIT

While the District has provided certain information as part of this RFP, it should not be relied upon for completeness. Contractors may schedule a site visit. If you would like to schedule a site visit, email Kristi Kreklow at kkreklow@wibaseballdistrict.com no later than Wednesday, April 2, 2025 at 5:00 pm (CT).

SCOPE OF SERVICES

The District is seeking proposals from experienced Contractors to design wayfinding signs throughout the ballpark as identified in a recently conducted wayfinding sign audit ("audit"). Results of the audit will be released to proposing Contractors after receipt of a signed Non-Disclosure Agreement (NDA). Information on that process can be found in **Appendix A**.

The design shall include each unique sign type such as overhead directionals, wall directionals, gate IDs, door messaging, rules & regulations, blade signs, suite plaques, ADA plaques, stair signs, seat section signs, and room signs. Please note that sponsorship signs are excluded. See the audit for additional detail.

The selected Contractor shall deliver a complete bid package required to bid the manufacture and installation of all signs. This bid package shall include, but not be limited to, drawings, sign types and quantities, sign messages, materials, colors, and installation detail. The selected Contractor will be responsible for ensuring the final sign bid package includes all necessary signs and complies with all laws, rules and regulations.

Proposing Contractors should also include Construction Administration (CA) services to be conducted during the manufacture and install of all signs in the ballpark. Installation is anticipated to start after the 2025 Milwaukee Brewers baseball season.

PROPOSAL

Proposals shall include the following:

- 1. Outline your company's qualifications to perform these services. Specifically include assignments of similar size and scope, including samples of work.
- 2. Provide a detailed description of your approach to the services requested, including the design process, anticipated number of meetings and participants, timeline, and deliverables that are proposed. The process should include recommended enhancements to identified shortcomings of the current wayfinding signs.

Cost detail shall be provided by the following phases:

- 1. Design. Include options for design process, if applicable.
- 2. Construction document development.





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- 3. Bid process.
- 4. Construction administration services.

Costs should be identified as a lump sum or actual cost, not to exceed. Hourly rate sheets for all applicable roles shall also be included. Failure to provide costs as identified above may cause your proposal to be rejected as non-responsive. Proposing Contractors are allowed to offer alternatives to the above phases.

SCHEDULE

Milestone	Date
Deadline to schedule a site visit	April 2, 2025
RFP questions due	April 14, 2025
RFP response to questions posted	April 16, 2025
Proposals due	April 22, 2025
Interviews (if required)	Week of May 5, 2025
Contract awarded to selected Contractor *	Week of May 12, 2025
Substantial completion (for final bid package)	August 20, 2025

^{*} A copy of the Wisconsin Professional Baseball Park District General Terms and Conditions to Professional Services Contract is included in **Appendix B**.

CONTRACTOR'S REPRESENTATION

By submitting a proposal, each Contractor certifies that it has examined and fully comprehends the requirements and intent of this RFP. By submitting a proposal, each Contractor further certifies that it understands all conditions affecting the Work and proposes to furnish all labor, materials, equipment and supplies necessary for, or incidental to, the proper execution of the Work.

DIVERSE FIRM PARTICIPATION

The District has a goal to achieve 10% participation by Diverse Firms as outlined in the 06/09/2020 Diversity Contracting Program. A copy can be found in **Appendix C** and on the Project Participation Committee tab on the Wisconsin Professional Baseball Park District website (www.wibaseballdistrict.com). Proposers must review and complete the form(s) as appropriate and submit with their proposal documents. Failure to do so may result in your response being rejected.

TAXES

This project is Sales & Use Tax Exempt (CES Number 008-0000051268-04). A Wisconsin Sales and Use Tax Exemption Certificate will be provided to the selected Contractor.

APPENDICES

- A. Wayfinding Sign Audit
- B. General Terms and Conditions Contract
- C. Diverse Contracting Program





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APPENDIX A

Wayfinding Sign Audit

Receipt of Appendix A requires execution of a Non-Disclosure Agreement (NDA).

Please email kkreklow@wibaseballdistrict.com to receive a copy of the Non-Disclosure Agreement (NDA). Once executed, the Wayfinding Sign Audit will be provided.





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APPENDIX B

Wisconsin Professional Baseball Park District General Terms and Conditions to Professional Services Contract

GENERAL TERMS AND CONDITIONS TO PROFESSIONAL SERVICES CONTRACT WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT ("DISTRICT")

ARTICLE 1 GENERAL PROVISIONS

1.1 The Contract

1.1.1 The Contract represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 The Contract Documents

1.2.1 The Contract shall consist of these General Terms and Conditions; a signed Purchase Order issued by the Wisconsin Professional Baseball Park District ("District"); a signed accepted proposal; and, as applicable, those certain drawings, shop drawings, specifications, schedules, exhibits and addenda attached hereto (collectively, the "Contract Documents"). In addition, the Contract is also subject to the Guidelines Governing Wisconsin Professional Baseball Park District Relationship with Outside Professional Service Providers which can be found on the District's website, www.wibaseballdistrict.com. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Services (as defined in Section 2.1.1, below) by the Professional Service Provider ("Service Provider") for the Project (as defined or otherwise identified on the District's executed Purchase Order). Where there is conflict in provisions between individual Contract Documents, the terms and conditions of these General Terms and Conditions shall control. In case of any conflict in provisions in the individual contract documents that are specific to the Services (e.g., specifications, deadlines, etc.), the most stringent specification and earliest deadlines shall govern.

ARTICLE 2 SERVICE PROVIDER

2.1 Scope of Services

2.1.1 The Service Provider shall perform the services set forth on the signed Purchase Order and accepted proposal (the "Services") in the manner and in the time set forth therein.

2.2 Covenants; Representations and Warranties of Service Provider

- 2.2.1 The Service Provider shall serve as the professional technical advisor and consultant to the District in matters arising out of or incidental to the performance of the Contract, and in that capacity, the Service Provider shall not have a contractual duty or responsibility to any other person or party or individual regarding the Services under the Contract, except as that duty may arise under the laws of the State of Wisconsin or expressly under the Contract.
- 2.2.2 Professional Services performed or furnished under the Contract shall satisfy the Standard of Care (as hereafter defined) and shall be governed by the licensing requirements under the Wisconsin Statutes and the Wisconsin Administrative Code. The Service Provider represents, by accepting the Contract, that it possesses the necessary skills and other qualifications to perform all required Services under the Contract and is familiar with the practices in the locality where such Services and work shall be performed.
- 2.2.3 The Service Provider's Services consist of those Services performed directly by the Service Provider and its employees, and also Service Provider's consultants as set forth elsewhere in the Contract. The Service Provider shall be responsible for the provision of any and all labor, administration, materials, equipment, or other items necessary and to perform the Services to be provided by the Service Provider under the Contract.
- 2.2.4 The Service Provider's Services shall be performed as expeditiously as is consistent with the Standard of Care and the orderly progress of the Project. The Service Provider shall use its best efforts, skill, judgment, and abilities in performing the services and to further the interests of the District, in accordance with the Standard of Care and in compliance with all applicable federal, state and municipal laws, regulations, rules, codes, ordinances, and orders of any governmental authority having jurisdiction (collectively the "Legal Requirements").
- 2.2.5 The Service Provider represents and agrees that all Services, from the inception of the Contract until the work has been fully completed and approved by the District, shall be performed (a) in accordance with the terms and subject to the conditions set forth in the Contract Documents and in compliance with all applicable laws, and Service Provider shall devote adequate resources to meet its obligations under the Contract; (b) using personnel of required skill, experience, licenses, and qualifications, (c) in a timely, workmanlike, and professional manner; (d) in accordance with the highest professional standards in Service Provider's field; and (e) to the reasonable satisfaction of the District (the "Standard

- of Care"). The Service Provider will at all times satisfy the Standard of Care when performing Services under the Contract and represents and agrees that its Services, when completed, will be in compliance with all Legal Requirements and that the Services and the District's use thereof, do not and will not infringe any intellectual property right of any third party. Nothing in this agreement shall prevent the District from performing for itself or acquiring from other providers the same or similar services. Any changes to the scope of Services must be agreed by the parties in a written amendment in accordance with Section 8.3.
- 2.2.6 The Service Provider represents and agrees that all persons (including sub-consultants) who are directly supervising the professional Services for the Project set forth herein are duly licensed to practice under the laws of the State of Wisconsin and that all Services provided hereunder shall be performed under the direct supervision of individuals properly licensed under the laws of the State of Wisconsin.
- 2.2.7 The Service Provider may, subject in each instance to the prior written approval of the District, enter into written agreements with sub-consultants (individually a "Consultant" and collectively "Consultants") as the Service Provider deems necessary or appropriate in order to assist the Service Provider in providing its Services hereunder, provided that each such agreement shall provide that each such Consultant, to the extent of the Services to be provided by it, shall be bound by all applicable terms of the Contract and shall assume toward the Service Provider all the applicable obligations and responsibilities which the Service Provider by the terms of the Contract assumes toward the District.

2.3 Time of the Essence

2.3.1 TIME IS OF THE ESSENCE in all times set forth in the Service Provider's Purchase Order. If the Service Provider is delayed at any time in the progress of the Services by a cause that could not be reasonably anticipated and that was beyond the Service Provider's control and upon written approval from the District, the time for performance may be extended by a revised Purchase Order. No other extensions of time shall be approved. The date of commencement of the Services ("Commencement Date") and the date upon which Service Provider shall complete the Services ("Completion Date") shall be as set forth in the Purchase Order.

2.4 Accounting Records of Service Provider

2.4.1 All of the Service Provider's records, including but not limited to those relating to Service Provider's direct personnel, Consultants, materials provided, and reimbursable expenses pertaining to the Services shall be kept in accordance with Generally Accepted Accounting Principles ("GAAP") and shall be available to the District or an authorized representative for inspection or audit, at all reasonable times upon prior notice to the Service Provider, throughout the term of the Contract and for at least three (3) years after final payment to the Service Provider.

2.5 Indemnification

- To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless the District, the Milwaukee Brewers Baseball Club, L.P. (the "Brewers"), Major League Baseball, and the directors, authorized representatives, consultants and agents of each ("Indemnitees") from and against all claims, liabilities, costs, damages, losses, payments, judgments, and expenses including, but not limited to, reasonable attorneys' fees and other litigation expenses (collectively, "Losses"), arising out of or resulting from: (a) bodily injury, death of any person, sickness, disease, or damage to real or tangible personal property resulting from the willful, fraudulent, or negligent acts or omissions of Service Provider or Service Provider personnel and subconsultants; or (b) Service Provider's breach of any representation, warranty, or obligation of Service Provider set forth in the Contract. This obligation is in addition to any other obligations set forth herein or under applicable law. In claims against any person or entity indemnified under this Subsection 2.5.1 by an employee of the Service Provider, anyone directly or indirectly employed by Service Provider, or anyone for whose acts Service Provider may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Service Provider under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Service Provider under this Subsection 2.5.1 shall not extend to indemnification for the liability (but only to the extent of such liability) of the District, or its directors, authorized representatives, consultants, or agents arising out of (1) their negligence or willful misconduct; (2) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, except those required of the Service Provider under the Contract; or (3) the giving or failure to give directions or instructions by the District or its directors, authorized representatives, consultants, and agents, provided such giving or failure to give is the primary cause of the injury or damage, except to the extent Service Provider could have reasonably anticipated that giving or failure to give such directions or instructions would result in injury or damage.
- 2.5.2 Service Provider shall defend, indemnify, and hold harmless the Indemnitees from and against all Losses based on a claim that any of the Services or the District's receipt or use thereof infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party.

2.6 Drone Usage.

2.6.1 The use of a drone anywhere on the ballpark site or within the ballpark facility requires prior written consent from the District which will be limited to specific dates(s) and time(s) of use.

ARTICLE 3 THE DISTRICT

3.1 Duties and Responsibilities of the District

- 3.1.1 The District will provide available information regarding the requirements for the Project pertaining to the Services which set forth the District's objectives (the "**Project Description**"), including the project schedule, and the project budget established by the District.
- 3.1.2 The District will examine documents submitted by the Service Provider and will render decisions regarding them and other matters in connection with the Project in a timely manner to avoid unreasonable delay in the progress and sequence of the Services. Any approval or decision by the District regarding such documents shall not be considered a representation and warranty from the District that such documents are in accordance with any or all applicable laws, municipal ordinances, codes, and other restrictions of record, the sole responsibility of which belongs to the Service Provider.
- 3.1.3 If necessary, and to the extent applicable and/or available, the District shall furnish surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project and a written legal description of the site.
- 3.1.4 The Service Provider shall be entitled to rely upon the completeness and accuracy of the information provided by the District unless the Service Provider has reason to believe that such information was inaccurate and did not report such inaccuracies to the District in accordance with the Standard of Care. Notwithstanding, and in addition to, the foregoing, the Service Provider shall notify the District in writing at any time it becomes aware of any such inaccuracies.
- 3.1.5 The District reserves the right to approve or disapprove all key personnel of Service Provider that will be scheduled or appointed to work on the Project under the Contract.

3.2 Project Administrator

3.2.1 The District's Project Administrator, or such other person or entity designated by the District (the "**Project Administrator**"), will administer the Contract on behalf of the District. The Project Administrator will have the authority to approve or disapprove payments of the Contract Sum to the Service Provider as set forth in Section 4.4 below. The Project Administrator will promptly interpret and advise as to any matter concerning the performance of the requirements of the Contract Documents.

3.3 Ownership of Documents

3.3.1 All documents, reports, data and other materials prepared by the Service Provider (the "**Documents**") are instruments of the Service Provider's Service, and upon payment of all sums approved by the District as being due the Service Provider, all Documents shall be the property of the District, or, where applicable, of the Brewers ("**Instruments of Service**"). Upon payment of all sums approved by the District as being due the Service Provider, the District, or, where applicable, the Brewers, shall own all common law, statutory, and other reserved rights, in addition to the copyrights, in and to the Instruments of Service. Service Provider shall not withhold delivery of the Instruments of Service on account of any dispute with the District, or, where applicable, the Brewers, including a dispute over any sums claimed due and owing by Service Provider. The Instruments of Service are not to be used by the Service Provider or any subcontractor on any other project without written consent of the District, which consent may be withheld in the District's or the Brewers' sole discretion.

ARTICLE 4 COMPENSATION

4.1 Contract Sum

4.1.1 For the Service Provider's performance of the Services, the District shall pay the Service Provider, the lump sum fee or actual cost not to exceed amount set forth on the District's executed Purchase Order (pursuant to which these General Terms and Conditions are attached) [the "Contract Sum"].

4.2 Additional Services

4.2.1 Fees for services not covered by the Contract Sum must be requested by the Service Provider ("Additional Services"), and approved in writing by the District prior to Service Provider proceeding with such Additional Services. Such authorization shall be based upon a written proposal delineating the nature of the Additional Services, the time involved, the costs thereof, and the individuals or consultants/firms involved. A revised Purchase Order will be used to modify the Contract when Additional Services have been authorized. Performance of any Additional Services before a revised Purchase Order has been issued and executed by the District shall be at Service Provider's sole risk, and Service Provider shall not assert any equitable basis for payment for said Additional Services, such as unjust enrichment or quantum merit. The Service Provider's compensation for Additional Services, if any, shall be computed on the basis of the Service Provider's hourly rates provided in its accepted proposal for services.

4.3 Reimbursable Expenses

4.3.1 Reimbursable expenses are subject to the requirements set forth in Paragraph 10 of the Guidelines Governing Southeast Wisconsin Professional Baseball Park District Relationship With Outside Professional Service Providers and shall include, if requested and approved by the District, such other items set forth in the Purchase Order ("Reimbursable Expenses").

4.4 Payment

- 4.4.1 Service Provider shall issue invoices to the District: (a) monthly in arrears for its fees for the immediately preeding month for time and materials Services; and (b) when any installment is due for fixed price Services. Payments of the Contract Sum, payments for Additional Services authorized by a revised Purchase Order, and payments for Reimbursable Expenses will be made within thirty (30) days of the District's receipt of a written invoice therefor, together with all substantiating information and documents as the District may request, except as provided below. Notwithstanding the foregoing, the District shall be required to make only such payments of the Contract Sum as are proportional to the actual Services performed (as reasonably determined by the District or the Project Administrator). In addition, payments for Additional Services and Reimbursable Expenses shall be made only if previously approved by the District in accordance with Sections 4.2 and 4.3 herein.
- 4.4.2 Payments to the Service Provider may be withheld, up to the limits of the professional liability insurance deductible, for damages sustained by the District or any third parties due to error, omission, unauthorized changes, or negligence on the part of the Service Provider. The District shall notify the Service Provider in writing of the alleged, specific damages and the amounts involved, on a timely basis.
- 4.4.3 To the extent the District does not approve a payment to the Service Provider based on a good faith dispute with the Service Provider, the District shall pay the Service Provider the portion of the payment due to the Service Provider that is not in dispute, and the disputed amount shall be subject to dispute resolution as provided in Article 7 herein. In the event the District does not approve a portion of any payment to the Service Provider, the District shall advise the Service Provider in writing of the reasons therefor.

ARTICLE 5 TERMINATION; SUSPENSION OF CONTRACT

5.1 Termination

5.1.1 The Contract may be terminated by the District without cause upon ten (10) calendar days' written notice. In the event of termination, the Service Provider will be paid the portion of Contract Sum for Services and the amount of the approved Additional Services performed to the termination date, together with any Reimbursable Expenses then due. Services performed prior to date of termination shall be in accordance with these General Terms and Conditions. Upon expiration or termination of the Contract for any reason, Service Provider shall: (i) deliver to the District all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Service Provider in the course of performing the Services; (ii) return to the District all District-owned property, equipment, or other materials in its possession or control; (iii) remove any Service Provider-owned property, equipment, or materials located at the District's locations; and (iv) provide reasonable cooperation and assistance to the District upon the District's written request in transitioning the Services to an alternate service provider. The Service Provider shall not be entitled to any termination expenses or compensation other than as provided in the second sentence of this 5.1.1. In the event such termination by the District is caused by the default of the Service Provider hereunder, the District shall only be required to pay the Service Provider for the value of Services and Additional Services rendered to the extent they may be utilized on the furtherance of the Project. Nothing contained herein shall preclude the District from enforcing any other right or remedy it may have against the Service Provider at law or equity as a result of a termination of the Contract due to a default hereunder by the Service Provider.

- 5.1.2 Compensation for Services in the event of a termination shall be based on the percentage of Services fully completed together with an equitable apportionment for the Services in progress at the time of termination.
- 5.1.3 The rights and obligations of the parties set forth in this Section 5, Section 2.2.5, Section 2.5, Section 3.3, and Section 6, and any right or obligation of the parties in the Contract which, by its nature, should survive termination or expiration of the Contract, will survive any such termination or expiration of the Contract.

5.2 Suspension

- 5.2.1 The District may order the Service Provider to suspend, delay or interrupt the Services for a period of time as the District may direct. In such event, the Contract Sum and the Project Schedule shall be adjusted if necessary pursuant to an approved revised Purchase Order.
- 5.2.2 If Service Provider fails to perform Services in a timely manner according to the Purchase Order or otherwise fails to perform the Services in a timely manner, in the sole opinion of the District, then, upon seven (7) calendar days written notice to the Service Provider, the District may take whatever measures the District may deem necessary to fulfill the completion dates and/or milestone dates established for the Services in the Purchase Order, including hiring a substitute service provider and offsetting and pursuing claims for all damages and expenses incurred by the District resulting from Service Provider's failure.

ARTICLE 6 INSURANCE

6.1 Insurance Requirements

- 6.1.1 The Service Provider shall purchase and maintain, at its expense, a policy covering the Services to be performed hereunder for the Service Provider's negligent acts, errors and omissions in the amounts set forth on Exhibit A attached hereto. Service Provider shall keep this policy in force for not less than three (3) years after the completion of the Service Provider's Services under the Contract.
- 6.1.2 The Service Provider shall also procure and maintain during the life of the Contract the following types of insurance: (i) Workers' Compensation Insurance; (ii) Employer's Liability Insurance; (iii) Commercial General Liability Insurance; and (iv) Commercial Automobile Liability Insurance, all in accordance with the amounts and other requirements set forth in Exhibit A attached hereto and incorporated herein.
- 6.1.3 Prior to the Commencement Date of the Services, Service Provider shall provide to the District certificates of insurance evidencing the foregoing coverages. Each policy maintained by the Service Provider pursuant to this Article 6 shall comply with the requirements in Exhibit A and provide that it will not be canceled or materially altered without thirty (30) days advance written notice by mail to the District mailed to the address indicated herein, and the policies or certificates of insurance shall so state.

ARTICLE 7 DISPUTE RESOLUTION

- 7.1 Should a dispute arise between the District and Service Provider during the performance of Services or thereafter, the parties shall make a good faith attempt to resolve the dispute amongst themselves within ten (10) days of notice of dispute having been given. Pending final resolution of the dispute, unless otherwise agreed in writing by the District and the Service Provider, the Service Provider shall proceed diligently with performance of the Services, and the District shall continue to make payments of those sums that are not subject to dispute.
- 7.2 The exclusive forum for the resolution of any and all disputes arising under this Contract or in any way relating to the Services shall be litigation in Milwaukee County Circuit Court, State of Wisconsin. The parties hereby waive any claims or defenses that venue in such court is inappropriate, inconvenient or wrongful.

ARTICLE 8 MISCELLANEOUS PROVISIONS

- 8.1 The Service Provider shall comply with and observe federal and state laws, regulations and local zoning ordinances applicable to the Project and in effect on the date of the Contract.
- 8.2 The District and the Service Provider each bind themselves, their partners, successors, permitted assigns, and legal representatives to the other party to the Contract and to the partners, successors, permitted assigns, and legal representatives of such other party with respect to covenants of the Contract. Neither the District nor the Service Provider shall assign the Contract without written consent of the other.
- 8.3 The Contract may only be amended by written instrument signed by an authorized representative of both the District and the Service Provider.
- All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid or when actually received. Such communications must be sent to the respective parties at the address set forth in the Construction Documents or the last known registered address of such party (or at such other address for a party as shall be specified in a notice given in accordance with this Section 8.4).
- 8.5 The Contract shall be governed by the laws of the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to the Contract or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of Wisconsin, in each case located in the City of Milwaukee and County of Milwaukee, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELTATING TO THE CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 8.6 Each party signing the Contract, including the Terms and Conditions, represents and warrants: (i) they have read and understand the Contract; (ii) it has the full right, power, and authority to enter into the Contract, to grant the rights and licenses granted hereunder and to perform its obligation hereunder, and (iii) when executed and delivered by such party, the Contract will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
- 8.7 The parties are independent contractors, and nothing contained in the Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between them. Neither party shall be authorized to contract for or bind the other party in any manner whatsoever.
- 8.8 Each party shall, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms the Contract.
- 8.9 No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Contract, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Contract shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 8.10 If any term or provision of the Contract is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Contract or invalidate or render unenforceable such term or provision. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify the Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 8.11 If any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

[END]

EXHIBIT A

A. Commercial General Liability – Occurrence Basis (including equipment overload):

	Limits
General Aggregate (per project)	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall not contain exclusions relating to: contractual liability, independent contractors, or explosion, collapse or underground exclusions.

B. Business Auto Liability – All Autos including Hired and Non-Owned Autos:

Bodily Injury & Property Damage-Combined Single Limit \$1,000,000

C. Worker's Compensation and Employers Liability:

Workers Compensation
Employers Liability
Bodily Injury by Accident (each accident)
Bodily Injury by Disease (policy limit)
Bodily Injury by Disease (each employee)

\$1,000,000
\$1,000,000

D. Excess or Umbrella Liability

Each Occurrence	\$10,000,000
Aggregate	\$10,000,000

E. **Professional Liability Limits** – This requirement applies if the Service Provider's Services involve professional architectural, engineering, design or consultation work:

Each Claim		\$5,000,000
Aggregate		\$5,000,000

F. Pollution Liability – Applicable if your work involves the use, disposal or transportation of pollutants or other hazardous materials:

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

- G. Service Provider's Equipment All Service Providers will be responsible for insuring their own equipment. The District will bear no responsibility for equipment used, rented or leased by contractors on or off-site. If cranes are used, Service Providers should be certain to obtain special endorsements for loss by exceeding lifting capacity (i.e., overload). Service Provider shall procure All Risk Property Insurance upon all equipment, material, inventory and business personal property owned, borrowed or leased by Service Provider for the full replacement cost value thereof. Such policy shall include a waiver of subrogation provision and Service Provider agrees to waive its carrier's right of subrogation against the Additional Insureds.
- H. Rigger's & Erector's Liability If your work involves rigging or erecting, special liability limits are required:

Each Occurrence	\$20,000,000
Aggregate	\$20,000,000

I. Additional Insured: The <u>Wisconsin Professional Baseball Park District (and its officers and directors) and the Milwaukee Brewers Baseball Club, L.P.</u> shall be named as an Additional Insured on Commercial General Liability, Business Auto Liability, and Excess or Umbrella Liability Insurance policies. Service Providers shall also require that each of its subcontractors name the Additional Insureds as additional insureds on the

subcontractors' Commercial General Liability, Commercial Automobile and Umbrella Liability policies. Additional insured coverage shall be extended to include products-completed operations coverage. All liability insurance policies must provide Cross Liability coverage (separation of insureds or severability of interest provisions). The Commercial General Liability policy shall include no third-party-over action exclusions or similar endorsements or limitations.

- J. Certificate of Insurance: The District shall receive a Certificate of Insurance evidencing compliance with these insurance requirements prior to commencing any work, and a renewal Certificate of Insurance prior to the expiration or cancellation of any policy. However, permitting Service Provider to commence Services prior to District's receipt of the required certificate shall not be a waiver of the Service Provider's obligation to provide all of the above insurance. Acceptance by the District of insurance submitted by Service Provider shall not relieve or decrease in any manner the liability of the Service Provider under this Contract.
- **K. Coverage Term**: All insurance must remain in force for the duration of the project and three years following project completion.
- L. A.M. Best Rating: All insurers must be rated A- or better by A.M. Best & Company.





ADDRESS: 1 BREWERS WAY MILWAUKEE, WI 53214 EMAIL: CONTACT@WIBASEBALLDISTRICT.COM PHONE: (414) 902-4040

APPENDIX C

Wisconsin Professional Baseball Park District Diverse Contracting Program



ADDRESS: 1 BREWERS WAY, MILWAUKEE WI 53214

E-MAIL: CONTACT@WIBASEBALLDISTRICT.COM

PHONE:(414)902-4040

DIVERSITY CONTRACTING PROGRAM FORM INSTRUCTIONS

Is your firm a Diverse Firm?

Does your firm maintain one of the socio-economic status certifications listed at the top of the page 2 in the <u>District's Diverse</u> <u>Contracting Program</u>? Please note, registration based solely on NAICS code and number of employees with the U.S. Small Business Administration <u>does not</u> qualify your firm as a Diverse Firm under the District's program.

Does your firm's address (location bidding the work) fall within an "at risk" or "distressed" community in the Distressed Community, please search by zip code at this link https://eig.org/dci/interactive-map.

YES!

You are done! Please submit proof of Diverse Firm qualification with your bid/ proposal.

NO

The District maintains a Diverse Firm participation goal of 10 % for professional services and 15 % for improvement projects. Please review Diverse Firm contracting options and continue below.

Will your firm be utilizing a Diverse Firm subcontractor for this project?

YES!

We will be utilizing a Diverse Firm subcontractor. Continue to the "Using a Diverse Firm" section below.

NO

We were unable to secure a Diverse Firm subcontractor. Continue to the "Not Using a Diverse Firm" section below.

Using a Diverse Firm

OR

Not Using a Diverse Firm

Section Section Processing Section 1997 Section Section 1997 Section 1

Utilization Plan

If your firm will be utilizing a Diverse Firm subcontractor, please complete this Utilization Plan. Submit this form with your bid/ proposal. To access this form, please use the following link.

Exemption Certification

please use the following link.



If the project was unable to include Diverse Firm participation, please review the Exemption Certification. Determine if your project qualifies for an exemption. If your project or a portion of your project qualifies for an exemption, please indicate this on the form. Submit this form with your bid/proposal. To access this form,

 $\underline{https://wibaseball district.com/wp-content/uploads/2024/06/Diversity-Firm-Exemption-Certification-2024-06.pdf}$

If your project does not qualify for an exemption or you selected exemption

category 3 or 4, please complete Certification of Good Faith Effort.

https://wibaseballdistrict.com/wp-content/uploads/2024/06/Diversity-Firm-Utilization-Plan-2024-06.pdf

After your firm is awarded a bid or contract



Utilization Form

Complete the Utilization Form and submit it with each invoice that includes payments to the Diverse Firm subcontractor. To access this form, please use the following link.

Certification of Good Faith Effort



Review the checklist and initial and date each item your firm performed to obtain Diverse Firm participation. Be sure to sign and date the form. Return this form with your bid/proposal. To access this form, please use the following link.

 $\underline{https://wibaseball district.com/wp-content/uploads/2024/06/Diverse-Firm-Utilization-Form-2024-06.pdf}$

 $\underline{https://wibaseball district.com/wp-content/uploads/2024/06/Diverse-Firm-Certification-of-Good-Faith-Effort-2024-06.pdf}$

Wisconsin Professional Baseball Park District Diversity Contracting Program

Adopted: June 9, 2020

Program Overview

The Wisconsin Professional Baseball Park District (the "District") is a special district that is a body corporate and politic, and a local governmental unit, separate and independent of the State of Wisconsin. Under Sec. 229.67, Wis. Stats., the jurisdiction of the District includes Milwaukee, Racine, Waukesha, Washington, and Ozaukee Counties (collectively, the "Jurisdiction"). The following policies and procedures (the "Program") will be utilized for the inclusion of Diverse Firms in ongoing completion of improvements to the District's baseball park facilities ("Improvement Projects"), as well as in its needs for professional, administrative and operations services ("Service Projects") for the District (collectively, the "Operations").

It is the District's intent to utilize Contractors reflective of the diversity of its entire Jurisdiction. The District, therefore, notifies all Contractors that no one will be discriminated against in the awarding of any Operations contract on the grounds of sex, race, color, national origin, sexual orientation, religious belief, age, veteran status, marital status, economic status, creed, ethnic identity, gender identity or expression or disability or legally protected status.

While the District has no statutory obligation mandating participation in its Operations contracting, the District's policy will be to enforce full, good faith compliance with this Program by all Contractors, and to provide Diverse Firms a meaningful opportunity for substantive participation in ongoing District Operations. This Program has been designed to promote and encourage open competition and participation in Operations activities and to enhance opportunities for Diverse Firms to successfully compete in Operations contracting.

It is the intent of this policy to widen opportunities for participation, increase competition, and establish procedures designed to assure Diverse Firms access to information and opportunities available to all Vendors. It is not the policy of the Wisconsin Professional Baseball Park District or its Board of Directors to provide information or other opportunities to Diverse Firms that will not be available to all other business enterprises.

Vendor commitments to District

Vendors shall take all reasonable steps necessary to ensure that Diverse Firms have a full and fair opportunity to compete for the performance of contracts. As a condition of submitting a bid or proposal, each Vendor hereby agrees to:

- 1. not discriminate against any person or business on the basis of sex, race, color, national origin, sexual orientation, religious belief, age, veteran status, marital status, economic status, creed, ethnic identity, gender identity or expression or disability or legally protected status;
- 2. ensure that Diverse Firms have fair opportunity to compete for and substantively perform with them in completing contracts;
- 3. commit best efforts to meet Diverse Firm procurement and contracting goals (inclusive of all accepted alternates, actual allowance values, change orders, modifications and amendments) through Diverse Firms' participation; and
- 4. acknowledge that they have not required Diverse Firms to engage in exclusive relationships with them as a condition to their participation in the bid or proposal.

The District places all Vendors on notice that the District will not hire those that engage in restraint of trade or attempts to monopolize utilization of Diverse Firms.

Diverse Firm Participation Level Goal

It is the goal of the District to provide an equal opportunity for Diverse Firms to participate in the performance of contracts. For qualifying Operations, the District will maintain goals that:

- 10% of the aggregated dollar value of Service Projects, and
- 15% of the aggregated dollar value of Improvement Projects contracts awarded on District Operations shall be made to Diverse Firms (collectively, the "Participation Level").

A Diverse Firm is a firm fulfilling at least one of the following:

- Maintains one or more of the socio-economic status certifications from a federal, state or local government agency or by a third-party certifier (Minority Supplier Diversity Council, National Women Business Owners Corporation, Disability: IN, National LGBT Chamber of Commerce, etc.) including, but not limited to the following:
 - o Disabled-Owned Business Enterprise (DOBE)
 - o Disadvantaged Business Enterprise (DBE)
 - o Lesbian, Gay, Bisexual, Transgender Business Enterprise (LGBTBE)
 - Minority-Owned Business Enterprise (MBE)
 - o Service -Disabled Veteran-Owned Small Business (SDVOSB)
 - o Small Business Enterprise (SBE)
 - Women-Owned Business Enterprise (WBE)
 - Veteran-Owned Small Business Enterprise (VOSB)
 - o Historically Underutilized Business Zone (HUBZone)
 - o 8(a) Business Development Program (8(a))
- Maintains a physical business location in an Economically Distressed Community.
- Can produce other documentation verifying it qualifies as a Diverse Firm. This is designed to cover sole proprietorships, small partnerships, closely held corporations and companies that do not have the resources to seek a governmental or third-party certification.

The District and Contractors will use best efforts to utilize Diverse Firms that have provided written evidence confirming their status as a Diverse Firm for their performance of Operations contracts consistent with the District's Participation Level goals. No credit will be given for the dollar value of materials, equipment, supplies and/or services provided by a Diverse Firm that operates as a pass-through broker. The District reserves the right to set specific Diverse Firm percentage goals for each Operations project bid package, based on availability of Diverse Firms to perform the work necessary for the project.

Process

Reasonable efforts will be made by the District and Vendors to seek out Diverse Firms for the procurement of goods or services and, in particular, Diverse Firms from the Jurisdiction.

Bidding process

In submitting a bid/proposal, Vendors shall comply with the following submittal requirements. Failure to submit complete information and/or provide documents in accordance with this section shall entitle the District to reject the Vendor's bid/proposal as non-conforming.

Vendors that are Diverse Firms must submit written evidence confirming their status as a Diverse Firm.

Vendors that are not themselves a Diverse Firm must submit with their bid/proposal to the District a sworn statement committing them to use specific, listed Diverse Firms if their bid is accepted (a "Utilization Plan"). Except in cases where the bidder/proposer has submitted an Exemption Certification in accordance with this Program, the Diverse Firm Utilization Plan must commit to the expenditure of a specific dollar amount or percentage of final contract amount of participation by each such Diverse Firm included in the Utilization Plan.

The Utilization Plan may include a reduction or exemption request, supplying information as required in this Policy.

Process after the contract is awarded

Upon approval and award of a contract, the Contractor will maintain the Participation Level approved in its contract, as may be amended from time to time in writing by the District, during Contractor's performance of the Operations work or services.

If the contract includes a Utilization Plan, the Contractor shall prepare and submit to the District a Diverse Firm Utilization Form with each invoice or pay application that includes payment to a Diverse Firm during that billing cycle. Failure to submit the required form to the District may result in delay of payments.

Any changes in the qualifying status of the Diverse Firm under this program shall be reported to the District immediately.

The District shall be entitled to request, and the Contractor will submit to the District, a copy of its executed Diverse Firm subcontract within fifteen (15) days after the District makes a written request.

If, during the performance of an Operations contract, the Contractor is not in compliance with the Participation Level approved in its contract, fails to provide adequate documentation of compliance, or submits any documentation regarding a Diverse Firm that contains false, misleading or fraudulent information, the District may take one or more of the following actions:

- 1. Withhold payments on the contract and/or pay Contractor's subcontractors directly while withholding overhead and profit of the Contractor.
- 2. Terminate the Contractor's contract, in whole or in part, for cause.
- 3. Deny participation on other portions of the Operations and/or in any future contracts awarded by the District.
- 4. Any other remedy available to the District at law or in equity.

If any document or statement submitted to the District or Contractor by a Diverse Firm contains false, misleading or fraudulent information, the District will require the Contractor to terminate the Diverse Firm and make reasonable efforts to identify and engage a qualified Diverse Firm as its replacement.

Exemption Certification

The District and Vendors will make every effort to include as much Diverse Firm participation as possible. However, if any of the following criteria identified below are met, the project/contract dollars or portion of a project/contract dollars will be exempt from Participation Level goals.

- 1. The procurement of insurance and office necessities, including, but not limited to, software, hardware, and technology, or other services and the payment of government-imposed fees, taxes, and permitting.
- 2. The procurement of materials, labor, equipment or goods uniquely designed for the needs of the baseball park facility.
- 3. The cost to utilize a Diverse Firm would be unreasonably higher and financially burdensome.
- 4. Despite efforts to solicit participation, there was no response from a Diverse Firm capable of supplying the required goods, materials or performing the type of work requested.

If any of the criteria in categories 2-4 above are met, the Vendor is responsible for submitting the Exemption Certification form, a Certification of Good Faith Effort and, if requested by the District, supporting documentation which demonstrated the identified Good Faith Efforts attempted. The supporting documentation may include e-mail correspondence, physical correspondence, pre-proposal notices, newspaper advertisements, etc.

demonstrating the lack of response, or detail justifying why the Diverse Firm respondents were not capable of performing the work or that the costs were excessive.

Definitions

In addition to those definitions set forth elsewhere in this document, when used in this Program, the following terms (whether used in singular or plural tense) shall have the meanings identified below:

Bid / Proposal: Offer to provide goods and/or services for a specified price.

<u>Contractor</u>: All construction contractors and Service Providers hired directly by the District for any Improvement Projects and/or any Service Projects related to the Operations.

<u>Economically Distressed Community:</u> A geographic area within an "At Risk" or "Distressed" zip code as identified by the Distressed Communities Index (DCI) or an equivalent database.

<u>Participation Levels</u>: The percentage level goals for aggregate participation of Diverse Firms established within this Program.

<u>Reasonable efforts/ good faith efforts:</u> All commercially reasonable efforts necessary and practicable to increase the opportunities available in order to meet the applicable Diverse Firm Participation Levels.

<u>Service Provider</u>: Any architect, engineer, surveyor, environmental analyst, developer, legal, accounting and audit, marketing/public communications or other professional service consultant, including District management and administrative staff, retained to perform services related to the Operations.

Vendor: A person or company offering the District a good and/or service for sale.

Forms

- Diverse Firm Utilization Plan (submitted with Vendor Bid/Proposal)
- Diverse Firm Utilization Form (submitted with Contractor invoices or pay applications)
- Exemption Certification (submitted with Vendor Bid/Proposal, if necessary)
- Certification of Good Faith Effort (submitted with Vendor Bid/Proposal, if necessary)

Wisconsin Professional Baseball Park District Diverse Firm Utilization Plan

<u>Purpose:</u> Please complete this form and return with your bid/proposal. Complete a section for each Diverse Firm anticipated to contribute to the project.

Diverse Firm Name			Contact Name	
Diverse Firm Address			·	
Total Amount to be Paid		OD	Percentage of dollars to	
to Diverse Firm		OR	be Paid to Diverse Firm	
Brief description of work to	be performed by the Divers	e Firm	1	
Diverse Firm Name			Contact Name	
Diverse Firm Address			Contact Name	
Diverse Firm Address				
T . 1 A 1 D . 1			D	1
Total Amount to be Paid to Diverse Firm		OR	Percentage of dollars to be Paid to Diverse Firm	
	be performed by the Divers	e Firm		
Brief description of work to	be performed by the Divers	C 1 1111		
Diverse Firm Name			Contact Name	
Diverse Firm Address				
Total Amount to be Paid		OR	Percentage of dollars to	
to Diverse Firm			be Paid to Diverse Firm	
Brief description of work to	be performed by the Divers	e Firm	1	
Signature			Title	
m . n				
Typed or Printed Name			Date	

Wisconsin Professional Baseball Park District Diverse Firm Utilization Form

<u>Purpose:</u> When a contract includes a Diverse Firm Utilization Plan, the Contractor shall prepare and submit to the District a Diverse Firm Utilization Form with each invoice or pay application that includes payment to a Diverse Firm during that billing cycle. For questions, please contact Lisa Wozny at (414) 902-4043 or lwozny@wibaseballdistrict.com.

Title
Date

Wisconsin Professional Baseball Park District Exemption Certification

To request an exemption, please initial and date the box to the left of the applicable category, identify the qualifying whole project or phase of project, and record the dollar amount associated with each applicable section.

Please submit a "Certification of Good Faith Effort" form, if the cost to utilize a Diverse Firm would be unreasonably higher, there were no Diverse Firms which responded, or there were Diverse Firms which responded but were not capable of performing the work requested.

	Cate	gory 2	Identify whole project or applicable portion of project.	Dollar Amount
	Materials, labor, equipment or specialized goods unique for the needs of the baseball park facility.		Entire project.	
			Portion(s) of project Description:	
			Portion(s) of project Description:	
		Portion(s) of project Description:		
			Portion(s) of project Description:	
	FOR CATEGORIES 3	– 4 PLEASE SUBMIT	CERTIFICATION OF GOOD I	FAITH EFFORT.
	Category 3	The cost to utilize a Diverse Firm would be unreasonably higher and financially burdensome.		
	Category 4	Despite efforts to solicit participation, there was no response from a Diverse Firm capable of supplying the required goods, materials or performing the type of work requested.		
		1		
	Signature		Title	
	Typed or Printed Name		Date	

Wisconsin Professional Baseball Park District Certification of Good Faith Effort

By submitting the signed, the Vendor certifies that the Vendor took the following steps to attempt to obtain sufficient Diverse Firm participation to achieve the Participation Level goals.

Upon request, the Vendor shall also submit documentation which demonstrates the identified Good Faith Efforts attempted. Documentation includes, but is not limited to, e-mail correspondence, physical correspondence, preproposal notices, newspaper advertisements, etc.

Initial and date the box to the right of each effort that was undertaken.

Good Faith Efforts		Initial		
Delivered written notice of subcontracting opportunities on eligible contracts to the appropriate and industry-specific Diverse Firms.				
Utilized local or targeted newspapers, periodicals and diverse firm focused associations and				
websites for notice purposes regarding subcontracting oppor	rtunities.			
Responded to requests for information from Diverse Firms	regarding the bid / proposal.			
Divided tasks within the eligible contract, in accordance with normal industry practice, into				
small, economically feasible segments that can be performe				
Developed internal management policies and procedures wi to assist in achieving Diverse Firm participation on contract				
Attempted to negotiate, in good faith, with a Diverse Firm to	o provide goods or services related			
to this contracting opportunity.				
Documented and maintained accurate and accessible record utilize Diverse Firms.	s of such Good Faith Efforts to			
Ensured that written notices contain the following:				
 adequate information about the plans, specifications, a the contract and about the work to be subcontracted to subcontractors and suppliers; 				
• a contact person with the proposer's office to answer questions;				
• information regarding the proposer's bonding and insurance requirements; and				
• the last date for receipt by the proposer of Diverse Firm price quotations.				
OTHER:				
		1		
Signature	Title			
Typed or Printed Name	Date			