



MILWAUKEE COUNTY

GENERAL MITCHELL INTERNATIONAL AIRPORT

REQUEST FOR PROPOSAL

LEASE, DEVELOP, AND MANAGE OR OPERATE FOOD AND BEVERAGE,
NEWS/CONVENIENCE, RETAIL, AND SERVICES CONCESSIONS AT
GENERAL MITCHELL INTERNATIONAL AIRPORT

ISSUED January 6, 2017

Response Due Date: May 5, 2017 at 3:00 p.m.

RFP # 98170001

INFORMATION SUMMARY SHEET

Request For Proposal Title: Lease, Develop, and Manage or Operate Food and Beverage, News/Convenience, Retail, and Services Concessions at General Mitchell International Airport

Request For Proposal Number: 98170001

RFP Issuing Office: General Mitchell International Airport

RFP Issue Date: January 6, 2017

Pre-Proposal Meeting Registration Deadline: January 30, 2017 at 5:00 p.m. CST

Optional Pre-Proposal Meeting: January 31, 2017 at 9:00 a.m. CST

Networking Conference: January 31, 2017 at 1:30 p.m. CST

Pre-Proposal Meeting and Networking Conference Location: General Mitchell International Airport
5300 S. Howell Ave.
Milwaukee, WI 53207
Sijan Room

Airport Tours: Must occur no later than February 28, 2017.

Deadline for Receipt of Questions: March 1, 2017, 5:00 p.m. CST

RFP Proposal Receipt Deadline: May 5, 2017, 3:00 p.m. CDT

RFP Submission Location: Milwaukee County Courthouse
County Clerk's Office
Room 105
901 N. 9th Street
Milwaukee, WI 53233

RFP Administrator (proposers sole point of contact for all matters related to this RFP, including meeting registration, tour scheduling, and questions):

Stephanie Gulizia
Department of Administrative Services
Procurement Division
633 W. Wisconsin Ave., Suite 901
Milwaukee, WI 53203
Phone: 414-278-4129
Email: Stephanie.Gulizia@milwaukeecountywi.gov

INTRODUCTION AND BACKGROUND

Description

Milwaukee County (the “County”) is seeking proposals from experienced, qualified firms or entities to redevelop General Mitchell International Airport’s (“GMIA”) Concessions program. The County’s objectives for this project are to 1) create new post-security concessions and amenities, 2) capture the spirit of Milwaukee to create a “Sense of Place,” 3) improve the passenger travel experience, 4) invest private sector capital to enhance the overall Concession program offering, and 5) consolidate the security checkpoints into one central checkpoint. The County expects the selected respondent to possess expertise in airport planning, design, financing, project delivery, and airport concession development, management, and operations. In addition, the selected respondent will be responsible for developing and managing and/or operating a relevant, innovative, and robust concessions program at GMIA for use by GMIA passengers, employees, visitors, and other tenants as further described in this RFP. The selected respondent must plan, implement, and manage and/or operate the concessions program in such a manner as to meet the County’s objectives and provide for independent oversight of the concessions program.

Background and Information

The selected respondent will be responsible for 1) the planning, financing, and delivery of an optimal reconfiguration of GMIA’s Concessions Program 2) the overall development, management, and operation of the Concessions Program at GMIA as described below, subject to the terms and conditions of a contract to be executed by and between the County and selected respondent (“Contract”). The following documents are included as attachments to this RFP, and provide additional information to assist proposers.

- Attachment L: Airport Data including traffic, number of gates, layout, airlines, etc.
- Attachment M: Historical Concession Sales including Square Footage
- Attachment N: Current roster of concession tenants and locations with lease maturity
- Attachment O: Historical and Projected Enplanement Data
- Attachment P: Terminal Floor Plans
- Attachment Q: Lease Outline Drawings
- Attachment R: Suggested Centralized Checkpoint Design Criteria

SCOPE

The scope of work contemplated by this RFP involves the winning proposer adhering to the following:

1. In consultation with and the approval of, the County and local, state and federal agencies, as required oversee, finance, and manage the design and construction of a consolidated security checkpoint and related expansion and improvement of the terminal building.
2. In consultation with, and the approval of, the County, prepare and implement a Development Plan to redevelop, re-concept, and re-lease the existing concessions program at GMIA– implemented in phases as leases with current concessionaires expire or are assumed– as well as new concessions to be developed in conjunction with the consolidation of the security checkpoints. The Development Plan is subject to the County’s approval.
3. Manage all aspects of the concessions program, including, but not limited to, lease administration, performance monitoring and compliance, daily operations, financial reporting, rent collection, concessions program marketing, and customer service. To facilitate management of the concessions program, the County may assign, as appropriate, to the selected respondent existing leases or certain County rights and obligations under existing leases.
4. Redevelop in a pre-security location and format to be agreed on by the County, the Mitchell Gallery of Flight museum.
5. Develop in a post-security locations(s) and format to be agreed by the County, an Airport Common Use Lounge(s) to include but not limited to the following areas and amenities: reception/entryway, workstations, conference rooms, quiet seating, TV/Group seating, food service, full service bar, restrooms, and any additional amenities or services as may be described by the respondent.
6. Undertake and demonstrate good faith efforts to achieve and maintain participation by Airport Concession Disadvantaged Business Enterprises (“ACDBE”) in the concessions program in accordance with the County’s ACDBE program outlined in Milwaukee County General Ordinances. Based on the following goal: Twenty Percent (20%) ACDBE associated with concessions (limited to the redevelopment and operations of concessions program).

The respondent will also formulate a plan for inclusion of TBE firms taking into consideration the following goals established under the County’s TBE ordinance:

- a. Seventeen Percent (17%) Targeted Business Enterprise (TBE) for design/professional services.
- b. Twenty-Five Percent (25%) Targeted Business Enterprise (TBE) for construction.

The goals are based upon past achievement for projects operated by the County, but may not be representative of the potential for TBE inclusion due to the unique nature of the airport. The County will compare your plan to all submitted, and will take into consideration the level of participation for scoring of your proposal.

Incorporated for reference are the TBE Specifications for Professional Services TBE-00 PS and TBE Specifications for Construction, TBE-00, which are included as Attachment K. The documents outline the process for inclusion of TBE firms in the various scopes of the project and describe the type of certifications allowed and the rules associated with the program. Documents are not required at this time as you will be presenting a participation outline with your response and not formal commitments. Commitments will be required once the project moves forward into the design and construction phases.

Once the project is awarded, the successful respondent will report progress towards achieving the approved participation plan in the County's online reporting system.

Community Business Development Partners (CBDP) is responsible for monitoring and enforcing Milwaukee County's Targeted Business Enterprise (TBE) Program, in compliance with County Ordinance and Federal Regulation. Reporting is accomplished from collection of data in the Diversity Management and Compliance System, utilizing B2GNow software. There is no cost to the Prime or any subcontractor/ sub-consultant, the only requirement is to become a registered user and complete the one hour webinar training.

7. The term of the Contract shall not exceed 20 years. The term will include the timeframe during which the construction of a consolidated security checkpoint and concessions redevelopment are completed.
8. The award and execution of the Contract for this Request for Proposal, is subject to the approval by the FAA of a Long Term Exclusive Agreement exemption.

MINIMUM QUALIFICATIONS

The County has established the following qualifications that a respondent must meet in order to be considered a qualified respondent. The determination regarding a respondent's qualifications, is solely at the discretion of the County and will be based on information included in the respondent's response to the RFP, in addition to independent investigations conducted by the County. Should a respondent fail to meet any of the minimum qualifications, the County may deem the respondent as non-responsive.

A respondent may not require an exclusive arrangement with prospective partners, joint venture partners, food and beverage brands, retail brands, or subtenants as a condition of being included in its proposal.

Respondents may not restrict the ability of any subtenant or potential subtenant to participate as a subtenant in any other respondent's proposal.

A. Experience

Respondent must provide evidence that it has the necessary experience and capacity to fulfill the scope of the offered concessions and undertake its proposed development plan. At a minimum, respondent should have at least five years of continuous experience, within the last ten years in the successful development, construction, management, and/or operation of one or more comprehensive food and beverage and/or retail programs of which each serves at least two million customers annually in a high traffic environments (including, but not limited to, an airport, transportation-oriented retail center, or regional shopping mall) with sales greater than \$25 million per year and consisting of a variety of food service and retail outlets. Respondent must submit documentation, as specified herein, satisfactory to show that it meets the minimum experience qualification.

If respondent is a newly-formed entity, respondent must demonstrate that owners of respondent who, in the aggregate, own 51% or more of the entity, each satisfies the experience requirement. Regardless of respondent's ownership structure, respondent must provide evidence to the County's satisfaction that the owners of respondent who are relied upon to satisfy this requirement will have effective control of the respondent entity.

Respondent should identify an architectural and construction team that can demonstrate sufficient experience in the planning and construction of terminal facility projects.

B. Financial Capability

Respondent must provide evidence of its ability to finance and undertake the monetary commitments required to successfully develop, construct, and operate the proposed development plan. Generally, this means that the sum of respondent's i) net working capital, ii) cash flow from existing operations, and iii) demonstrated access to credit or equity from external sources must be greater than the proposed investment in the concession (including proposed investment in security checkpoint consolidation, base building and common area improvements and tenant and subtenant leasehold improvements).

If respondent is relying on financial resources of a parent entity, joint venture partner, partner, or non-affiliated external source(s), which may include proposed subtenants, then respondent must submit sufficient documentation as specified herein satisfactory to show that it meets the minimum financial capability qualification. Moreover, a corporate guaranty from any such parent entity or external source may be required to ensure respondent's ability to complete the concession development plan.

C. Airport Concessions Disadvantaged Business Enterprise Participation Plan

Respondent must submit an Airport Concessions Disadvantaged Business Enterprise ("ACDBE") participation plan that meets the requirements for ACDBE participation in concessions at GMIA. In

addition, Respondent will submit their intent for participation of TBE firms in the design and construction phases.

RFP ADMINISTRATOR

The RFP Administrator is:

Stephanie Gulizia
Department of Administrative Services
Procurement Division
633 W. Wisconsin Ave., Suite 901
Milwaukee, WI 53203

Phone: 414-278-4129
Email: Stephanie.Gulizia@milwaukeecountywi.gov

PRE-PROPOSAL MEETING AND SITE TOURS

A pre-proposal conference will be held at the date, time, and location provided on the Information Summary Sheet. The purpose of this meeting will be to discuss with prospective proposers the work to be performed and to allow them to ask questions arising from their review of the RFP. The pre-proposal meeting is for information only. Any answers furnished will not be official until verified in writing by RFP Administrator. Answers that change or substantially clarify the RFP will be affirmed in writing and posted on the website via an addendum. The pre-proposal meeting will be the proposers' only opportunity to personally address questions concerning this RFP. Milwaukee County encourages participation at the pre-proposal conference of prime subcontractors.

During the pre-proposal conference, attendees may request clarification of any section of the RFP and ask any other relevant questions relating to the RFP.

Proposers are encouraged to submit written questions via e-mail, for possible response at the pre-proposal conference to the RFP Contact/Administrator (date and time provided in the Information Summary Sheet) to enable Milwaukee County to formulate its oral response provided at the conference. No oral or written responses will be given prior to the mandatory pre-proposal conference. Again, any responses provided to questions during the pre-proposal conference and site inspections will be considered drafts, and will be non-binding.

Remarks and explanations at the conference shall not qualify the terms of the solicitation; and terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. Milwaukee County at its sole discretion reserved the right to answer or not answer questions submitted to by deadlines.

Airport tours must be independently scheduled by the respondent with the RFP Administrator. Each respondent may have up to two tours, and each tour can last no more than four hours. Respondents will be limited to five representatives and the County reserves the right to conduct a tour with representatives from more than one respondent. Tours must be completed by February 28, 2017.

QUESTIONS

Proposers may submit questions and requests for clarification regarding this RFP. All questions regarding this RFP shall be made in writing, citing the RFP title, RFP number, page, section, and paragraph, and shall be submitted via e-mail to the RFP Contact/Administrator.

Questions sent to anyone other than the RFP Contact/Administrator will not be considered.

All questions must be submitted by the specified deadline as identified on the Information Summary Sheet. Milwaukee County will not respond to any questions received after this date and time. Responses to all questions and inquiries received by Milwaukee County will be posted on Milwaukee County's website as identified in the Information Summary Sheet. It is the responsibility of Proposers to check this website for any and all information such as answers or addenda related to the RFP.

This RFP is issued by GMIA. The RFP Administrator assigned to this RFP, along with contact information, is noted. The RFP Administrator is the sole point of contact during this process and no information provided by any other personnel will be considered binding.

Communication initiated by a proposer to any County official, employee or representative evaluating or considering the proposals, prior to the time of any award is prohibited unless at the explicit direction of the RFP Contact/Administrator and any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration, at the sole discretion of the County.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding.

PROPOSER NOTIFICATION REQUIREMENT AND AMENDMENT ACKNOWLEDGEMENT

Should any proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document.

If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the Milwaukee County website; it is the responsibility of prospective vendors to check the website for any amendments prior to the RFP submission date. All amendments are acknowledged by your submission of Sworn Statement of Bidder form.

If the Proposer fails to monitor the web site for any changes or modifications to the RFP, such failure will not relieve the Proposer of its obligation to fulfill the requirements as posted.

FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY

Proposers shall maintain their availability of service and proposed price as set forth in their proposals. Proposers are expected to perform planning and implementation activities prior to commencement of a contract. Milwaukee County will not reimburse for these costs.

NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS

No County official, employee or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract or shall exercise any undue influence in the awarding of the contract.

No Milwaukee County employee, officer or agent shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved.

Milwaukee County Specific Requirements; No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval.

CODE OF ETHICS

Proposers shall strictly adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2)(k):

“No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05(2)(k) shall be included in all Requests for Proposals and bid documents.”

ERRORS, OMISSIONS, MINOR IRREGULARITIES AND RETAINED RIGHTS

All information in this RFP, including any addenda, has been developed from the best available sources; however, Milwaukee County makes no representation, warranty or guarantee as to its accuracy. Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document. Milwaukee County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Proposer an advantage or benefit not afforded by other Proposers. Milwaukee County may waive any requirements that are not material. Milwaukee County may make an award under the RFP in whole or in part and change any scheduled dates. Milwaukee County reserves the right to use ideas presented in reply to this RFP notwithstanding selection or rejection of proposals. Milwaukee County reserves the right to make changes to and/or withdraw this RFP at any time.

MULTIPLE PROPOSALS

Multiple proposals from a proposer will not be permitted.

PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION AND WITHDRAWAL

Each proposal is submitted with the understanding that it is subject to negotiation at the option of Milwaukee County. However, Milwaukee County reserves the right to make an award on the basis of the original proposal, without negotiation with any proposer.

Milwaukee County reserves the right to negotiate with any proposer(s) within the scope of the RFP in the best interests of Milwaukee County. Milwaukee County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer's compliance with the requirements of the solicitation. Milwaukee County may use information obtained through site visits, management interviews and the county's investigation of a proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the proposer in response to the county's request for clarifying information in the course of evaluation and/or selection under this RFP.

Upon acceptance in writing by Milwaukee County of the final offer to furnish any and all of the services described herein, and upon receipt of any required federal, state and local government approvals, the parties shall promptly execute the final contract documents. The written contract shall bind the proposer to furnish and deliver all services as specified herein in accordance with conditions of said accepted proposal and this RFP as negotiated.

Milwaukee County reserves the right to accept or reject any and all proposals submitted or cancel this RFP in whole or in part if such cancellation is in the best interest of Milwaukee County. Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the proposer's

authorized representative. After the proposal deadline, proposals may not be modified or withdrawn without the consent of Milwaukee County.

CONTRACT TERMS AND FUNDING

The contract shall be between the County of Milwaukee, known as the “County” and the successful proposer known as the “Contractor.”

All proposers are notified that Milwaukee County reserves the right to delete or modify any task from the Scope of Services at any time during the course of the RFP process. All proposers are notified that contracts are contingent upon Federal, State, and local appropriations.

Any final contract structure resulting from this RFP may be subject to negotiation and the required approvals by Milwaukee County.

CONTRACT TERMINATION

Milwaukee County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure a defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. Milwaukee County, by written notice, may terminate any contract resulting from this RFP, in whole or in part, when it is in the Government’s interest. If any contract resulting from this RFP is terminated, Milwaukee County shall be liable only for payment under the payment provisions of any contract resulting from this RFP for services rendered before the effective date of termination.

In the event the contractor terminates the contract, such termination will require written notice to that effect to be delivered by the contractor to the County not less than ninety (90) days prior to said termination and shall assist and provide for an orderly transition of services.

PAYMENT REQUIREMENTS

Continuance of the contract beyond the limits of funds available shall be contingent upon appropriations of the necessary funds and the termination of any contract resulting from this RFP by lack of appropriations shall be without penalty.

DISADVANTAGED BUSINESS ENTERPRISES

The County has set the following goals for this RFP:

1. A minimum Seventeen Percent (17%) Targeted Business Enterprise (TBE) for design/professional services.
2. A minimum Twenty-Five Percent (25%) Targeted Business Enterprise (TBE) for construction.
3. A minimum Twenty Percent (20%) ACDBE associated with concessions (limited to the redevelopment and operations of concessions program).

Respondent must provide an ACDBE Participation Plan that identifies the names of respondent's ACDBE participants, indicates each ACDBE participant's relationship with the respondent (e.g., subtenant, joint venture partner, supplier, etc.), describes the role of each ACDBE participant in the development, management, and operations of the Concession, and states each ACDBE participant's financial commitment toward the respondent's initial capital investment. The ACDBE must be registered under the Wisconsin UCP directory.

In addition, respondent must also include an executed ACDBE Goal Implementation Plan Commitment to Participation by Airport Concession Disadvantaged Business Enterprises and executed letters of intent from each proposed ACDBE participant as appropriate or executed Affidavit of ACDBE Joint Venture, if respondent is organized as a joint venture.

In the event respondent's ACDBE Participation Plan does not identify participation by ACDBEs equal to or greater than the aspirational goal for this RFP, then respondent must provide evidence of good faith efforts to meet the aspirational goal. Examples of good faith efforts, as well as documentation needed to demonstrate good faith efforts. Please note that submission of an application for ACDBE certification by a prospective ACDBE participant, in the absence of other efforts, DOES NOT constitute good faith efforts. A form will be posted on the County's website and should be included in all responses.

GOOD FAITH EFFORT

The award of this contract is conditioned upon your efforts in achieving the project's proposed Airport Concession Disadvantaged Business Enterprise (ACDBE) goal, Targeted Business Enterprise (TBE) for professional services, and construction of 20%, 17% and 25% respectively. Your Proposal must state your plan to achieve the goal, including identifying the firm(s) by name, the scope(s) of work/service(s) to be provided, and the dollar amount(s) of such work. If you are unable to meet or exceed the project goal, you are required to submit a completed Good Faith Effort form to document the level you plan to provide, and the efforts put forth to obtain participation. A necessary step in the good faith efforts process includes contacting Community Business Development Partners (CBDP) at 414-278-4747 for assistance in identifying firms and understanding the County's participation program procedures. Failure to contact CBDP may result in a determination of non-responsiveness and rejection of your Proposal.

During the Contract period, the successful Proposer and subcontractors will use the County's online Diversity Compliance and Management System, operated by B2GNow, for monthly reporting of participation. The Prime will report receipt of payment from the County, and payments made to subcontractor(s). Subcontractors will be required to confirm receipt of payment from the Prime. Access to the system is provided by the County, and there is no cost to the user, other than for both Prime and subcontractors to complete the online training, which is approximately one hour in duration.

The system may be accessed at:

<https://mke.diversitycompliance.com/Default.asp>

The official directory of eligible ACDBE firms may be found at:

<http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

The official directory of eligible TBE (MBE and WBE) firms may be found at:

<https://wisdp.wi.gov/search.aspx>

MINIMUM WAGE RATE

This RFP, acquisition and any resulting agreement must conform to Chapter 111 of the Milwaukee County Code of General Ordinance – Minimum Wage.

In accordance with Chapter 111 of the Milwaukee County Code of General Ordinances, it is the policy of Milwaukee County that certain contractors, subcontractors, lessees and recipients of financial assistance doing business with the county shall pay employees performing part or full time work for the county a minimum wage rate. This rate is currently established at \$11.68/hour.

As a matter of responsiveness to this RFP, all proposers must complete 'Attachment B – Declaration of Commitment to Compliance to Milwaukee County's Minimum Wage Provision'.

It is the proposer's responsibility to familiarize themselves with the requirements of MCGO Chapter 111 and maintain compliance.

Additional information can be found at:

<http://county.milwaukee.gov/ImageLibrary/Groups/cntyDAS/Procurement/livingwage.pdf>

https://library.municode.com/HTML/12598/level2/MICOCOGEOORVOI_CH111MIWA.html

EEOC COMPLIANCE

All proposers shall complete and submit an Equal Employment Opportunity Commission (EEOC) Compliance Certificate (Attachment H).

INSURANCE AND INDEMNITY REQUIREMENTS

All proposers shall complete, sign and submit the "Insurance and Indemnity Acknowledgement Form" (Attachment C). This form outlines required insurance requirements for contractor related to this acquisition and proposer's ability and commitment to provide.

EMPLOYEES

The contractor shall utilize as many permanent employees on any contract resulting from this RFP whenever possible. The contractor shall utilize only workers that are skilled in the tasks to which they are assigned and can provide the highest quality of performance consistently on a daily basis. A contractual commitment of dependable, steady service is required.

FEDERAL, STATE AND LOCAL REGULATIONS

The successful Proposer shall be required, and hereby agrees, to comply with all applicable Federal, State and Local laws and regulations during the term of any agreement, including, but not limited to the regulations listed in this RFP. Successful proposers will be required to enter into and maintain an agreement with Milwaukee County that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances. **The award and execution of the Contract for this Request for Proposals are subject to the approval of the FAA of a Long Term Exchange Agreement exemption.**

RESPONSIBLE CONTRACTOR POLICY

The County of Milwaukee recognizes that superior service requires service contractors hire well-trained and dedicated staff, thus assuring the availability of a qualified staff and avoiding labor disruption and costly employee turnover to treat workers fairly and to abide by applicable labor laws. The County of Milwaukee supports the development of a healthy business environment. Therefore, the County of Milwaukee maintains the following requirement. Contractors shall abide by all applicable local, state and federal laws. Contractors shall at all times maintain safe and healthful working conditions and abide by all applicable wage and hour regulations and prohibitions against child labor. Contractors' working conditions shall conform to the standards set by the Federal OSHA. Contractors shall, on request, provide to the County a report on their compliance. The County recognizes the right of an employee to self-organization and the right to form, join or assist labor organizations to bargain collectively through representatives of their own choosing, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection and, conversely, the right of such employees to refrain from any or all such activities. All proposers shall provide working conditions for services of a similar character in a similar locality in which the services are performed.

DISCIPLINE OR DISCHARGE OF EMPLOYEES

Any contractor's employee whose employment or performance is objectionable to the county shall be immediately transferred from the County's project. A request by the County to transfer an employee shall not constitute an order to discipline or discharge the employee. All actions taken by the contractor in regard to employee discipline shall be at the sole discretion of the contractor. The County shall be held harmless in any disputes the contractor may have with the contractor's employees. This shall include, but is not limited to, charges of discrimination, harassment, and discharge without just cause.

PRIME CONTRACTOR & SUBCONTRACTORS

The prime contractor will be responsible for contract performance when subcontractors are used. Subcontractors may be used only with the written permission and approval of the County, and shall have the same contract terms and conditions as prime contractors. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the proposer must clearly explain their participation in the proposal response documents.

COMPLIANCE WITH REGULATIONS AND LAWS

The successful firm shall comply with all applicable Federal, State, and local laws, regulations and policies including, without limitation, those pertaining to wages and hours of employment.

INVOICING THIRD PARTIES

The winning vendor shall have a process to invoice parties other than GMIA for cost of parts and repairs (labor) that are found to be responsible for damages to GMIA equipment/property serviced under any contract resulting from this RFP.

SITE INVESTIGATION

The winning vendor acknowledges that they have investigated and satisfied themselves as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the completion of the work. The winning vendor further acknowledges that they have satisfied themselves as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site. Any failure by the winning vendor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work. GMIA assumes no responsibility for any conclusions or interpretations made by the winning vendor on the basis of the information made available by GMIA.

CHANGE ORDERS

GMIA may at any time by a written contract supplement, make changes within the general scope of the contract. If any such change causes an increase or decrease in the time required for the performance of any part of the work under the contract, an adjustment shall be made in the contract delivery schedule and cost, and the winning vendor shall be notified in writing accordingly. Any claim by the vendor for adjustment

under this clause must be asserted within thirty (30) days from the date of receipt of the notification of change. Either party may propose adjustments. If the winning vendor seeks an adjustment, the vendor must request such adjustment in writing.

FAMILIARIZATION

The winning vendor shall become familiar with all available information regarding difficulties that may be encountered and the conditions, including safety precautions, under which the work must be accomplished under the contract. The winning vendor shall not be relieved from assuming all responsibility of properly estimating the difficulties and the cost of performing the services required in this Specification because the winning vendor failed to investigate the conditions or to become acquainted with all information

INSPECTION OF PREMISES

GMIA's authorized representatives reserve the right to inspect GMIA premises at any and all hours for the purpose of examining and inspecting said premises and the winning vendor's performance, or for other purposes necessary, or in the exercise of its governmental functions.

CONTROL AND CARE OF WORK SITES

All materials, tools, equipment, etc., shall be removed or safely stored. GMIA is not responsible for theft or damage to the winning vendor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each work day.

Daily site clean-up shall be accomplished by the winning vendor. This clean-up shall include the placing of materials and equipment in a neat and orderly arrangement in the designated staging area. Equipment and materials must never be allowed to block access to existing facilities. Rubbish, debris, rubble, and garbage shall be removed daily by the winning vendor.

The winning vendor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. All surplus material, rubbish, and debris shall be disposed of by the winning vendor at the vendor's expense.

WARRANTY

The winning vendor shall warrant to GMIA that all equipment, materials, and parts provided under the Contract will be new, manufactured items free of defects in material, workmanship and title; warrant that any parts, materials or equipment warranties do not limit the winning vendor's responsibilities or liabilities under the Contract; warrant that parts, materials and equipment will conform to the original equipment manufacturers' current published specifications as well as to the Specifications included in this Request For Proposal; warrant to GMIA that all services offered in the response comply with any applicable

national, state and local codes, laws, regulations or policies governing their use; and warrant that the work will be performed according to prevailing standards of professional care and that the results will be consistent with the manufacturers' intended use of the parts, materials and equipment.

During the warranty period and during the period of time between delivery and GMIA acceptance, the winning vendor shall immediately correct or replace any work that includes defects in design, workmanship, equipment or materials; correct or replace all such work at no cost to GMIA; and immediately correct or replace any work that would result in non-compliance with any part of this Specification or with a product's published installation instructions or specifications.

SAFETY PRECAUTIONS

The following requirements are to assure the safety of the winning vendor's employees, GMIA employees, GMIA tenants, as well as the public.

1. All mechanical or other equipment used for this service must be of a type that is approved in the industry and shall be operated in such a way as not to cause injury to employees or other persons or cause damage to any other equipment belonging to GMIA or its tenants.
2. Any injuries or damage of any nature shall be immediately reported to the GMIA Airport Control Center at (414) 747-5325.
3. Any articles of a suspicious nature found, or persons loitering or conducting themselves in a way as to arouse suspicion or possible need for help shall be immediately reported first to the Milwaukee County Sheriff by calling 414-747-5360, and then to Airport Operations at (414) 747-5323.
4. Necessary precautions shall be taken at all times to protect persons, property and all equipment belonging to GMIA and their tenants from injury or damage.
5. The interests and personal effects of GMIA and its tenants must be protected at all times.
6. All electrical apparatus including portable hand tools and test equipment shall be double insulated or grounded by a separate conductor (other than service cords) or by a multiple cord edition of the National Electrical Code.
7. Where the winning vendor finds it necessary to climb to use any ladder or lifting device, or otherwise inspect or service any equipment, system or sub-system unique to any contract resulting from this RFP, the winning vendor shall use appropriate safety devices that have been properly tested and inspected immediately prior to use.

AIRPORT SECURITY

Security requirements must be consistent with all TSA requirements. Each respondent should consider as part of its preparation for its response and the winning proposer must consider after the award all applicable security rules and regulations, along with the use and assignment of required access keys with GMIA's designated representative.

BADGING REQUIREMENTS

The winning vendor's employees at GMIA, must be badged according to GMIA's policies. Please visit <https://badging.mitchellairport.com> for the current requirements and fees the winning vendor and its employees must meet or call the badging office at (414 -747-4537).

SITE INVESTIGATION

The winning vendor acknowledges that they have investigated and satisfied themselves as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work. The winning vendor further acknowledges that they have satisfied themselves as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site. Any failure by the winning vendor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work. GMIA assumes no responsibility for any conclusions or interpretations made by the winning vendor on the basis of the information made available by GMIA.

PREPARING AND SUBMITTING A PROPOSAL

GENERAL INSTRUCTIONS

In an effort to ensure the most efficient and economical service, the County utilizes Competitive Negotiation, or the Request for Proposal (RFP) process to procure concessions at GMIA. This process bases the contract award on the County's evaluation of work history, technical experience, ability, resources and other pertinent factors of the Proposer in conjunction with the total compensation proposal.

INCURRED EXPENSES

Milwaukee County shall not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to execution of an agreement. This includes any legal fees for work performed or representation by proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to County Board approval of a contract award.

SUBMITTING A PROPOSAL

Proposers must submit one (1) original and one (1) copy of all materials required for acceptance of their proposal in sealed envelopes. Proposers must also submit one (1) electronic version of their proposal. **The electronic version of the proposal must contain scans of all submitted documents, including signed forms.** Submission must be to the specific location and prior to submission deadline indicated on the 'Information Summary Sheet'. Each hard copy should be double-sided and bound, with the exception of the original, which should be double-sided but not bound.

All proposals must be time-stamped as accepted by Milwaukee County by the stated time. Proposals not so stamped will not be accepted. Please note that if hand delivering proposals; allow adequate time for travel, parking, and security screening.

Proposals shall be organized and presented in the order and by the number assigned in the RFP. Proposals shall be organized with each heading and be clearly marked and separated by tabs or otherwise clearly marked. Failure to provide any requested information your proposal will be considered unresponsive.

All proposals shall consist of two submissions, Technical Proposal and Compensation Proposal. Each proposal must be submitted in separate envelopes and marked as requested below.

Your responses should be submitted as follows:

Technical Proposal Contents

Cover Sheet for Technical Proposal (Attachment F)
Responses to Request(s)

Vendor Information Sheet (Attachment A)
Insurance and Indemnity Acknowledgement Form (Attachment C)
Conflict of Interest Stipulation (Attachment D)
Sworn Statement of Bidder (Attachment E)
EEOC Compliance (Attachment H)
Certification Regarding Debarment and Suspension (Attachment I)
Proprietary Information Disclosure Form (Attachment J)
Declaration of Commitment to Compliance with Milwaukee County's
Minimum Wage Provision (Attachment B)

Compensation Proposal Contents

Cover Sheet for Compensation Proposal (Attachment G)
Compensation Proposal Submission Form
Disadvantaged Business Enterprise Forms (Attachment K)

Proposals submitted in response to this RFP must be received no later than the deadline as identified in the Information Summary Sheet.

Both Technical and Compensation Proposals shall be identified in the lower left corner as follows:

Technical Proposal

Request For Proposal Title: (Title as provided on the Information Summary Sheet)
Request For Proposal Number: (Number as provided on the Information Summary Sheet)
RFP Proposal Receipt Deadline: (Date as provided on the Information Summary Sheet)

And

Compensation Proposal

Request For Proposal Title: (Title as provided on the Information Summary Sheet)
Request For Proposal Number: (Number as provided on the Information Summary Sheet)
RFP Proposal Receipt Deadline: (Date as provided on the Information Summary Sheet)

PROPOSAL AND AWARD PROCESS

PRELIMINARY EVALUATION

The proposals will be reviewed to determine if mandatory submission requirements are met. Failure to meet mandatory submission requirements will result in rejection of the proposal. Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information will be rejected as non-responsive. The Proposer assumes responsibility for meeting submission requirements and addressing all necessary technical and operational issues to meet the objectives of the RFP.

PROPOSAL SCORING

An Evaluation Committee will be established by Milwaukee County to evaluate all responsive proposals and to make a recommendation. A proposer may not contact any member of an evaluation committee except at the RFP Administrator's direction. Reference the "Questions" section for additional information.

These proposals will be reviewed by an evaluation committee and scored against the criteria outlined in this RFP.

Technical Proposal scoring; the Evaluation Committee shall conduct its evaluation of the technical merit of the all proposer's responsive proposals. The process involves applying the evaluation criteria and the associated weighting as outlined in the RFP to assess each vendor's proposal. The criteria that will be used by the Evaluation Committee for the technical evaluation of this RFP are outlined below.

Compensation Proposal scoring; compensation is one of the evaluation categories listed below and will be a defined percentage of the total RFP evaluation. Calculation of points to be awarded to most favorable and each subsequent proposal will use the most favorable dollar proposed amount as a constant numerator and the dollar amount of the proposer being scored as the denominator. The result then is multiplied by the total number of points provided in the compensation section of the RFP. The most favorable compensation proposal will receive the maximum number of points available for the compensation category other compensation proposals will receive prorated scores based on the proportion that the compensations of the proposals vary from the most favorable compensation proposal.

The evaluation committee's scoring will be tabulated and proposals ranked based on the total numerical scores, comprising the sum of both technical and compensation scoring.

Oral presentations may be requested by Milwaukee County of the highest scoring proposer(s). If oral presentations are requested, proposers will be notified of when the presentations are to take place and what information should be provided. Milwaukee County may request Best and Final Offers from any or all respondents. Best and Final Offers are a supplement to the original offer. Milwaukee County reserves the right to make an offer based on the original submitted proposal.

Following final evaluation, the Committee will make a recommendation to Milwaukee County's Department of Transportation and General Mitchell International Airport as to whose proposal is determined to provide the best value to Milwaukee County. Award may be made to the proposal with a higher technical ranking even if its price proposal is not the lowest.

The award of the contract, if made, shall be with an organization whose proposal provides the best value to Milwaukee County. Milwaukee County reserves the right to reject any and all proposals received if it deems appropriate and may modify, cancel or re-publish the RFP at any time prior to a contract being awarded up to and through final action of the County Board of Supervisors and the County Executive.

EVALUATION CRITERIA

The evaluation panel will use the following criteria to evaluate each RFP response. The weights specify the percentage value for criterion. The criteria will be applied to both the technical and compensation information submitted by each proposer.

RFP EVALUATION CRITERIA

Development, Management, and Operations Plan

100 points

The County will consider the respondent's proposed Development Plan including, but not limited to, factors such as variety of concepts and brands; merchandising mix and plan; program space allocation, innovative themes and products; pricing plan; technology plan; design themes; visual appeal and transition plan. This criterion includes management staffing; experience of designated key personnel; corporate management support; customer service programs; marketing plan; and sublease management programs and plans. Proposal requirements considered under this criteria are development and concept plan, program management and operations, employee retention plan, and sustainability plan.

Experience and Qualifications

100 points

The County will consider the respondent's experience and qualifications based on an assessment of its prior experience at airports or similar high-traffic transportation venues. This criterion includes, but is not limited to, factors such as the comparative size, number and performance of the respondent's other businesses, respondent's experience with the proposed development, concepts, references, and the experience and qualifications of designated on-site management. This criterion also includes an assessment of the respondent's ability to fund the proposed investments. The County will assess the respondent's most recent track record for implementing program transition plans, providing temporary concession services during construction, and compliance with

construction timelines. Proposal requirements considered under this criteria are experience and qualifications, business information statement, and financial statements.

Compensation Proposal

100 points

Evaluation of this criterion is based on the respondent's proposed Revenue Share Percentage, which will be multiplied by an annual sales factor established by the County. The product, the Revenue Share Percentage Fee, will be totaled for the term of the agreement and then discounted by a factor of 4.5%. The respondent with the highest present value of the Revenue Share Percentage Fee will receive full point value for this criterion. All other respondents will receive points in proportion to highest-ranked respondent on this criterion.

The Selected Respondent will pay a Concession Fee to the County. The Concession Fee is the sum of the Minimum Annual Guarantee Fee plus the Revenue Share Percentage Fee. The fees are defined as follows:

1. Minimum Annual Guarantee Fee- The Selected Respondent will be required to pay to the County a minimum annual rent equal to \$5.25 million. This amount will be fixed for the first five years of the agreement and will escalate annually by the greater of 2% or CPI-U, thereafter.
2. Revenue Share Percentage Fee- As an inducement to make the capital investment required for the security checkpoint project, the County will allow the Selected Respondent to propose a revenue sharing arrangement, whereby the Selected Respondent will be allowed to realize an Annual Capital Recovery Fee, which represents the yearly amortization of the capital invested in the security checkpoint consolidation project and any related common area or base building improvements. The capital must be amortized over the term of the concession agreement. The Selected Respondent will propose a percentage of revenues to be shared with the County, after the Selected Respondent has paid the Minimum Annual Guarantee Fee and Annual Capital Recovery Fee. The percentage must be proposed for each year of the contract and may never be less than the prior year. The Selected Respondent may propose tiered percentages. Revenues should be presented as sales projections in the form of annual gross receipts, with major assumptions used to develop the sales projections must be provided and clearly stated. The annual gross receipts should be provided for each concession location proposed over the term of the Contract.

RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS

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

EXCEPTIONS

Review the RFP in its entirety and indicate any exceptions you are taking to requirements defined in the RFP. If exceptions are taken, cite the paragraph involved, the exception taken, and state alternate language acceptable to the Respondent. Alternative language is subject to negotiation and/or approval. Any and all exceptions must be stated in your proposal.

INTENT TO AWARD

An Intent to Award will be issued and all proposers will be notified. Milwaukee County reserves the right to negotiate with the selected proposer, at its option, regarding the terms of a contract and other issues to be incorporated into the contract.

In the event that a successful agreement cannot be executed, Milwaukee County reserves the right to proceed with contract negotiations with the other responsive, qualified bidders to provide service.

Prior to execution of any final agreement, Risk Management shall make a recommendation of award and request approval of the County Executive and the County Board of Supervisors, if required. An agreement will only be fully executed following final approval by the County Board of Supervisors and County Executive, as and if required.

INFORMATION RELEASE

All materials submitted become the property of Milwaukee County. Any restriction on the use of data contained within a request must be clearly stated in the bid itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Milwaukee County Ordinances, 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.

Data contained in a Request for Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation and innovations become the property of Milwaukee County.

Milwaukee County may, at any time during the procurement process, request and/or require additional disclosures, acknowledgments, and/or warranties, relating to, without limitation, confidentiality, EEOC compliance, collusion, disbarment, and/or conflict of interest.

Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information and which proposer believes 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 record law, must be identified on the Designation of Confidential and Proprietary Information form (Attachment J – Proprietary Information Disclosure). Confidential information must be labeled as such. Compensation (pricing) always becomes public information and therefore cannot be kept confidential. Any other requests for confidentiality MUST be justified in writing on the form provided and included in the bid submitted. Milwaukee County has the sole right to determine whether designations made by a proposer qualify as trade secrets under the Wisconsin public records law.

APPEAL

Protests and appeals related to this RFP after issuance of an “Intent to Award” are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapter 32. Appeal process information is available at http://www.municode.com/Library/WI/Milwaukee_County.

COMPENSATION PROPOSAL

- The Selected Respondent will pay a Concession Fee to the County. The Concession Fee is the sum of the Minimum Annual Guarantee Fee plus the Revenue Share Percentage Fee. The fees are defined as follows:
 - 1. Minimum Annual Guarantee Fee- The Selected Respondent will be required to pay to the County a minimum annual rent equal to \$5.25 million. This amount will be fixed for the first five years of the agreement and will escalate annually by the greater of 2% or CPI-U, thereafter.
 - 2. Revenue Share Percentage Fee- As an inducement to make the capital investment required for the security checkpoint project, the County will allow the Selected Respondent to propose a revenue sharing arrangement, whereby the Selected Respondent will be allowed to realize an Annual Capital Recovery Fee, which represents the yearly amortization of the capital invested in the security checkpoint consolidation project and any related common area or base building improvements. The capital must be amortized over the term of the concession agreement. The Selected Respondent will propose a percentage of revenues to be shared with the County, after the Selected Respondent has paid the Minimum Annual Guarantee Fee and Annual Capital Recovery Fee. The percentage must be proposed for each year of the contract and may never be less than the prior year. The Selected Respondent may propose tiered percentages. Revenues should be presented as sales projections in the form of annual gross receipts, with major assumptions used to develop the sales projections must be provided and clearly stated. The annual gross receipts should be provided for each concession location proposed over the term of the Contract.

- For purposes of the Revenue Share Percentage Fee portion of the compensation proposal, please provide a capital investment and financing plan that includes the capital investment budget, with detailed cost estimates for the proposed security checkpoint consolidation project and any additional base building and common area improvements. The plan should also include cost estimates for the proposed concession expansion and leasehold improvements. Respondent should provide specific sources of funding (internal cash, bank loan, equity investment, etc.), including reference letters to support the financing sources. A form will be posted on the County's website and should be included in all responses.

- Airport Concession Disadvantaged Business Enterprise Participation Plan and Targeted Business Enterprise Participation Plan and Forms

TECHNICAL PROPOSAL RESPONSE

Technical proposals shall convey an understanding of the scope of services required. Technical proposals shall not contain any reference to price. Through its proposal, the proposer offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet or exceed the RFP requirements.

RFP submission must address, at a minimum, the items enumerated below. Please indicate for each response the title and number of the item that it addresses (e.g. Response to Request 1, Response to Request 2...).

TECHNICAL KNOWLEDGE

Guidelines

- Each question should be retyped in your bid with the response immediately following. Questions should be in the same font/format and order as outlined in this section.
- Responses should be brief and direct and address all subset questions. Please do not reference any pre-printed materials.
- Responses should reflect your programs, organization, and administrative systems as they currently exist.
- Any questions asking for statistics should be answered with actual, not anticipated or target statistics.

TECHNICAL PROPOSAL REQUIREMENTS

- Experience and Qualifications
- Development and Concept Plan
- Program Management and Operations
- Employee Retention Plan
- Business Information Statement
- Financial Statements
- Sustainability Plan
- **Experience and Qualifications**
Respondent should provide information related to respondent's relevant concessions development and management experience and qualifications, with special emphasis of prior experience with the ownership, management, and/or operation of concessions at airports and other high-volume, high-traffic venues similar to those proposed. Respondent should also provide details of the pertinent experience of persons who will be directly involved in the development, management, and/or operation of the Concession. Information provided must demonstrate that respondent meets the minimum qualifications as outlined earlier. Respondent should identify an architectural and construction team that can demonstrate sufficient experience in the planning and construction of terminal facility projects

- **Development and Concept Plan**

Respondents must submit to the County for its approval, a detailed Development and Concept Plan that optimizes passenger satisfaction, demonstrates financial feasibility, and maximizes revenues to the County through achievement of the County's objectives for this project, as well as redevelopment and management of the concessions program. The Development Plan should include:

1. Concessions type, space layout, merchandising, sample menus, leasing, and phasing plans;
2. architectural and engineering designs for the consolidated security checkpoint and related terminal construction;
3. a capital investment budget;
4. timeline for construction;
5. a construction phasing plan including temporary concessions if proposed; and
6. financial projections of estimated concession sales and revenues to the County, including detailed sales and revenue estimate assumptions.
7. specific elements of the Development and Concept Plan include, but are not limited to, the following:
 - i. A comprehensive concept and phasing plan that, upon execution, will fully meet the needs of all GMIA customers while maximizing the sales potential of the market. The concept plan should describe the program theme and rationale for the proposed concept mix and allocation of space/concepts, incorporating an understanding of passenger demographics and customer preferences. The plan should include floor plans detailing concessions space layout, merchandising mix, and phasing plans. The phasing plan must assure continuous levels of concessions service during the development period and be consistent with the expiration schedule for existing leases.
 - ii. Describe and provide examples of how Milwaukee brands and themes will be presented throughout the program. The County desires the selected respondent to not only showcase local brands, but may incorporate proprietary, airport, regional and national brands, when appropriate. This should include a breakdown of the proposed program's percentage of proprietary, airport, regional and national brands by sales.
 - iii. Describe and provide a rationale for any base building and common area improvements and enhancements, detailing how these improvements will enhance the customer experience and will increase projected gross sales for the concession program.
 - iv. A schedule that supports refurbishing and re-concepting of each concession during the term of the Contract. The plans for refurbishment must be determined by the selected respondent and must be presented to the County for approval of the scope and total investment. Refurbishments and or re-concepting must be planned to begin occurring in years 7 and 14 of the Contract term. The plan should discuss how the proposer plans to keep the concessions offerings and facilities fresh and exciting over the term of the contract and how current and future food trends, allergies, and preferences will be monitored and met.
 - v. Prepare schematic architectural and engineering designs for a consolidated security checkpoint and related terminal and concessions facilities for review and approval by the County and Transportation Security Administration, the Federal Aviation Administration,

and other local, state, and federal agencies, as required. GMIA will provide record drawings of the terminal building which include architectural, structural, mechanical plumbing, electrical and fire protection, with the understanding that it is incumbent upon the selected firm and their respective design teams to verify all existing elements and systems that are critical to any proposed building modifications. The planning and design of a centralized security checkpoint shall be subject to the following owner requirements:

- a. GMIA shall remain open and operational at all times during construction, including the construction of the centralized security checkpoint and base building improvements. This includes all aircraft boarding gates, concourses, existing security screening checkpoints, exit lanes, vertical and horizontal circulation to and from the ticketing area, parking structure and baggage claim areas.
- b. There shall be at least two sets of public restrooms available and open for use in the main terminal area at all times during the construction of the centralized security checkpoint.
- c. Areas under construction shall be properly isolated from the public areas to ensure safety and security through the construction of temporary floors, walls, ceilings and other structures that prevent unauthorized entry. Construction area isolation shall, to the best extent possible, contain all construction noise, dust and other debris that would otherwise disrupt airport operations and public circulation and meet all TSA security requirements.
- d. Routes for construction traffic and all staging or lay-down areas shall be carefully planned, submitted to and approved by GMIA prior to implementation.
- e. Design for the centralized security checkpoint shall include a means of access between the ticketing area and the non-secure side of the checkpoint. This means of access shall comply with all building and fire codes, as well as any applicable State and Federal codes and regulations. This means of access shall accommodate the peak passenger load from the ticketing area to the security screening area without hindering the flow and access for vehicles and pedestrians to and from other locations at GMIA.
- f. Design for the centralized security checkpoint shall include detailed wayfinding sign plans for both during construction and the permanent configuration. Sign plans shall be reviewed and approved by GMIA prior to implementation.

- **Program Management and Operations**

The selected respondent will be responsible for performing the following duties as part of its implementation and management of the Concessions Program at GMIA. The selected respondent's duties are not limited to those listed below and extend to the selected respondent's self-operated concession locations (as applicable), as well as all subtenant concession locations. Your proposal should detail how you would handle these duties.

1. Select, negotiate, and sign subleases with third-party concessionaires for concepts and/or brands as set forth in the Development Plan. In addition to and/or in lieu of entering into subleases with third parties, the selected respondent may directly operate concessions as agreed

with the County. The County reserves the right to review and approve all such subleases and plans for direct operations.

2. Provide all concessions development services necessary to implement the Development Plan including, but not limited to, advanced architectural and engineering design sufficient to construct and install a consolidated security checkpoint and all terminal construction related thereto.
3. Oversee, finance, and manage the design, construction, and installation of said consolidated security checkpoint, related terminal construction, concession base building, and common area improvements and enhancements as agreed in the Development Plan. All such design and construction must be coordinated at the selected respondent's expense with the County's designated engineering and architectural staff and third-party consultants (if any). (See Development Plan, Section (c) above for additional planning, design and construction requirements.) Upon notice of substantial completion of all construction elements or projects, detailed record documents and "as-built" drawings shall be delivered to and accepted by GMIA. Such record documents shall become the property of GMIA.
4. Oversee and manage the design and construction of all third-party concessionaire leasehold improvements as set forth in the agreed Development Plan.
5. Finance, design, and construct all tenant improvements for concession spaces to be operated by the selected respondent in accordance with the Development Plan.
6. Provide adequate on-site staff to perform various day-to-day operational management functions at GMIA, including (but not limited to) the following:
 - i. Perform regular physical inspections of the concession locations to ensure the selected respondent and all subtenants comply with the terms of the Contract and subleases including, but not limited to, use clauses, pricing, merchandise quality, store hours, signage, staffing, customer service, cleanliness, and maintenance. Copies of inspection reports must be submitted to the County upon request.
 - ii. Prepare periodic (at least monthly) operational reviews of all concession facilities to ensure that concessionaires are complying with performance standards. These reviews provide a formal procedure for notifying store managers and corporate management of areas that require improvement including customer service, maintenance, visual merchandising, cleanliness, product mix, pricing (the County will allow street pricing plus 10%) and staffing. Copies of these reviews must be submitted to the County upon request.
 - iii. Respond to customer/passenger complaints. Maintain records of customer/passenger complaints and the resolution thereof, and prepare monthly reports for the County.
 - iv. Assure that both the selected respondent's self-operated concession units, together with all subtenant concession locations comply with the Contract, including, but not limited to, insurance requirements, letters of credit, occupancy permits, and all required certifications and licenses.

- v. Maintain electronic concession lease files including copies of leases and subleases and related correspondence. Such lease files will be made available and turned over to the County at the expiration of the Contract.
 - vi. On-site staff assigned to operational management services may not be directly involved in the management of concessions units.
7. The selected respondent will establish and administer a comprehensive concessions marketing and promotions program. The program should be aimed at promoting the products and services of concessionaires and the concessions program at GMIA. This program will be integrated with the County's other marketing and promotional initiatives at GMIA. The selected respondent may assess reasonable marketing fees to each subtenant concession location equal to the location's proportionate share of actual costs to provide the concessions marketing and promotions program subject to the review and approval by Milwaukee County's marketing division.
 8. The selected respondent shall report to the County by the 20th calendar day of each month, in a format and electronic file type designated by the County, monthly sales for every concession location, accrued and collected rent for each concession location, historical comparisons, comparisons to projections, disadvantaged and minority business participation and compliance as applicable. Other financial management duties may also be required and specified in the Contract. All tenants will allow the County to audit Tenant's entire records related to the concession premises for any period during the term of the lease.
 9. By April 15 of each year, the selected respondent shall furnish to the County a proposed budget for the following calendar year. The budget shall provide projected revenue to the County for the following calendar year and shall include an explanation of all projection assumptions. The selected respondent shall furnish custodial and maintenance services for all common food court public seating areas, other common concessions areas, and non-public concession storage and/or food preparation areas, as well as the handling and removal of all trash, garbage, and other refuse generated in connection with those public seating and other common areas (including recyclable materials), as well as from concession locations. To recover the direct costs of such custodial, maintenance, and trash removal services, the selected respondent may assess reasonable common area maintenance (CAM) fees to each subtenant concession location equal to the location's proportionate share of actual costs to provide such custodial, maintenance, and trash removal services, provided the CAM is approved by GMIA.
 10. The selected respondent shall comply with the County's Living Wage Ordinance that established a minimum hourly wage for every person employed by the selected respondent as set forth in the Section 111.02 of the Milwaukee County General Ordinances. Respondents are responsible for conducting any necessary legal review of applicable local, state and federal laws, rules and regulations. Milwaukee County General Ordinance Section 111.02 can be reviewed in its entirety at www.municode.com.
 11. The County may assign any or all existing concession leases over the selected bidder and the proposer should take this into consideration in its Development Plan and submission.

12. The County may provide additional storage space in lower level of the concourses, if available and at the then current lease rates.
13. Limitation of Ownership and Operation-To ensure the proposed concession program includes competition to foster an environment of quality offerings, enhanced customer service, and improved performance, no single entity, including the Selected Respondent or other operator, may operate more than 75% of the concessions program in each Major Category (food & beverage; and news, convenience, and specialty retail Concession Locations) or have an aggregated ownership interest of more than 75% of the various concession operators within each Major Category based on projected sales. Your proposal should confirm compliance with this requirement.

In determining whether an entity operates more than 75% of a Major Category, any entity with a right to control the actual entity operating the concession will be considered as operating the same percentage of the concessions program as the entity actually operating a concession. Subject to this limitation of ownership and operation, a single entity may own and/or operate multiple concession locations in each Major Category.

- **Employee Retention Plan**

Develop and implement an employee retention plan that requires respondent and all subtenants to conduct interviews of all employees of incumbent concessionaires. Interviews are at the employee's election. The County will monitor the plan and the percentage of hiring occurring from the incumbent employee base.

- **Business Information Statement**

Respondent must include a separate Business Information Statement for the respondent and all proposed subtenants, and all other entities and individuals. Statements must be complete and accurate. Information that is incomplete, conditional, ambiguous, obscure, or which contains alterations not called for, or irregularities of any kind, may be cause to deem a proposal non-responsive. By submission of this proposal, the respondent grants the County the right to investigate and make inquiries it deems necessary to complete its due diligence. The respondent hereby authorizes the release of any and all information sought in such inquiry or investigation to the County. A form will be posted on the County's website and should be included in all responses.

- **Financial Statements**

Respondent must submit the following financial statements:

For a respondent currently organized as a corporation, partnership, LLP, LLC or joint venture, complete financial statements, including a balance sheet, income statement and statement of cash flows, prepared in accordance with generally accepted accounting principles, for the current fiscal year-to-date, and the most recent three complete fiscal years. Footnote disclosures, if any, must be submitted with all financial statements. If available, financial statements audited or certified by an independent certified public

accountant should be submitted; otherwise, a notarized statement certifying the accuracy of the financial information and signed by an officer of the respondent must accompany the financial information; or

For a respondent who intends to form a joint venture or other new corporation, partnership, LLP or LLC in order to respond to this RFP, then the complete financial statements, including a balance sheet, income statement and statement of cash flows, prepared in accordance with generally accepted accounting principles, for the current fiscal year-to-date, and the most recent three complete fiscal years (or in the case of individuals, the three most recent personal tax returns and a current statement of net worth) of each partner, LLC/LLP member, joint-venturer, or shareholder with an ownership interest equal to or greater than 20% must be submitted.

If respondent is relying on an affiliated entity to meet the minimum qualifications of this RFP, then respondent must submit i) the above-referenced financial information for the affiliated entity; ii) a description of the relationship between affiliated entity and respondent including, but not limited to, the percentage of ownership and management structure; and iii) documentation from the affiliated entity authorizing the respondent to rely on its financial resources.

If respondent is relying on external equity or credit to meet the minimum financial qualifications of this RFP, then respondent must demonstrate the availability of the equity or credit to meet the minimum requirements of the proposed concession.

- **Sustainability Plan**

Respondent must submit a sustainability plan that meets or exceeds all standards established in the 2007 Milwaukee County Green Print Sustainability plan.

VENDOR INFORMATION SHEET

This form must be completed and submitted with bid response. It is intended to provide the County with information on the vendor's name and address and the specific persons who were responsible for preparation of the vendor's response. Each vendor must also designate a specific contact person who will be responsible for responding to the County if any clarification of the vendor's response should become necessary.

Vendor Name: _____

Vendor Address: _____

Phone Number: _____ FAX: _____

E-mail: _____

Vendor Response Prepared By: _____

Signature: _____

Exhibit C 1

Declaration of Commitment to Compliance with Milwaukee County's Minimum Wage Provision

Bid/RFP #: _____

In accordance with Chapter 111 of the Milwaukee County Code of General Ordinances, it is the policy of Milwaukee County that certain contractors, subcontractors, lessors and recipients of financial assistance doing business with the county shall pay employees performing part or full time work for the county a minimum wage rate. The current required minimum wage rate is as follows:

Effective Date	Base Wage Required (\$ per hour)
February 29, 2016	\$11.68

Milwaukee County's Minimum Wage Ordinance generally applies to employers with more than 20 employees that entered into one of the following types of contracts or agreements as of June 1, 2014:

- Service Contracts under Chapter 32 of the Milwaukee County Code of General Ordinances
- Certain Personal Care/Supportive Home Care Services provided by agencies that contract exclusively with Milwaukee County
- Concessor Contracts
- Lease Agreements
- Economic Development Financial Assistance Agreements

Exemptions to the policy are listed in section 111.03(2), Milwaukee County Ordinances.

In order to be considered responsive to the Bid/RFP, you must submit this form.

The undersigned hereby agrees to the following:

- To pay all workers employed by the Contractor in the performance of this contract, whether on a full time or part time basis, a base wage of not less than the minimum wage rate as determined annually by Milwaukee County
- New rates that go into effect (annually on the last business day of February) will be adhered to promptly.
- To provide the Milwaukee County Office of the Comptroller-Audit Services Division a Declaration of Compliance and supporting payroll data every three (3) months during the contract term and within 10 days following the completion of the contract.
- To procure and submit a like Declaration and supporting payroll data from every subcontractor employed by the contractor.

I believe that I am exempt from Chapter 111 for the following reasons:

Please attach documentation to substantiate your claim of an exemption. Milwaukee County will review the documentation you provide; if your exemption is not substantiated, your proposal/bid will be deemed unresponsive, and will be removed from further consideration.

I declare under penalty of perjury that the foregoing is true and correct. I have read and understand Chapter 111 of the Milwaukee County Ordinances. I have executed this Declaration on _____ (date).

Company Name: _____

Authorized Signature: _____

Printed Name: _____

Insurance and Indemnity Acknowledgement

Form

Vendor must at the time of the contract award provide to the County proof of all Liability clauses listed below:

Indemnity:

The parties agree to the fullest extent permitted by law, to indemnify, defend and hold harmless, the other party and its agents, officers and employees, from and against all loss or expenses including cost and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the indemnifying party, or its (their) agent(s) which may arise out of or are connected with the activities covered by this Agreement. The County's liability shall be limited by Wis. Stat. Section 893.80 for general liability.

The foregoing obligations are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed, provided however that the failure to give such notice shall not relieve the indemnifying party of its obligations hereunder except to the extent that such indemnifying party is materially prejudiced by such failure; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the written consent of the indemnified party; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Insurance:

Contractor shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as required and approved by the County Director of Risk Management and Insurance. Acceptable proof of such coverages shall be furnished to the Director of Risk Management and Insurance prior to services commenced under this Contract.

It is understood and agreed that Contractor shall obtain information on the professional liability coverages of all sub-consultants and/or sub-contractors in the same form as specified above for review of the County.

Type of Coverage	Minimum Limits
Wisconsin Workers' Compensation	Statutory (Waiver of Subrogation for Workers Comp by Endorsement)
Employer's Liability	\$100,000/\$500,000/\$100,000
Commercial Or Comprehensive General Liability	
General Aggregate	\$1,000,000 Per Occurrence
Bodily Injury & Property Damage	\$1,000,000 Aggregate
Personal Injury	\$1,000,000 Per Person
Contractual Liability	\$1,000,000 Per Occurrence
Fire Legal Liability	\$50,000 Per Occurrence
Professional Liability	
Errors & Omissions	\$1,000,000 Per Occurrence
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned	
Uninsured Motorists	Per Wisconsin Requirements

Milwaukee County, as its interests may appear, shall be named as an additional insured for general, automobile, as respects the services provided in this Contract. 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. Notice of cancellation, nonrenewal, or material change shall be afforded to the county in accordance with the provisions of the policies.

The insurance specified above shall be placed with at least an A-/VIII rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by the County Director of Risk Management and Insurance as a condition of this Contract. Waivers may be granted when surplus lines and specialty carriers are used.

A Certificate of Insurance shall be submitted for review to the County for each successive period of coverage for the duration of this Contract

Except for Worker's Compensation and Employers Liability, Milwaukee County shall be named as and Additional Insured in the general and automobile liability policies as its interests may appear as respects the services provided in this agreement. A waiver of subrogation shall be afforded to Milwaukee County on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

The insurance specified above shall be placed with an A rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Risk Manager as a condition of this agreement.

A certificate of insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of this agreement.

The undersigned certifies and represents an understanding of Milwaukee County's Insurance and Indemnification requirements. The undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFP.

Vendor's Name

Title

Signature

Date

CONFLICT OF INTEREST STIPULATION
(Sign and Submit with Technical Proposal)

For purposes of determining any possible conflict of interest, all vendors submitting a proposal in response to this RFP must disclose if any Milwaukee County employee, agent or representative or an immediate family member is also an owner, corporate officer, employee, agent or representative of the business submitting the bid. This completed form must be submitted with the proposal. Furthermore, according to the Milwaukee County Code of Ethics, no person may offer to give to any County officer or employee or immediate family member, may solicit or receive anything of value pursuant to an understanding that such County representative's vote, official actions or judgment would be influenced thereby.

Please answer below either YES or NO to the question of whether any MC employee, agent or representative or immediate family member is involved with your company in any way:

YES _____

NO _____

IF THE ANSWER TO THE QUESTION ABOVE IS YES, THEN IDENTIFY THE NAME OF THE INDIVIDUAL, THE POSITION WITH MC, AND THE RELATIONSHIP TO YOUR BUSINESS:

NAME _____

COUNTY POSITION

BUSINESS RELATIONSHIP

THE APPROPRIATE CORPORATE REPRESENTATIVE MUST SIGN AND DATE BELOW:

PRINTED NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

SWORN STATEMENT OF BIDDER

(Sign and Submit with Technical Proposal)

I, being first duly sworn at _____,

City, State

On oath, depose and say I am the _____

Official Title

Of the Bidder, _____,

Name of Company

Do state the following: that I have fully and carefully examined the terms and conditions of this Request for Proposal, and prepared this submission directly and only from the RFP and including all accessory data. I attest to the facts that:

- I have reviewed the RFP, all related attachments, questions and answers, addenda, and information provided through MC, in detail before submitting this proposal.
- I have indicated review, understanding and acceptance of the RFP (or relevant service component being bid upon).
- I certify that all statements within this proposal are made on behalf of the Bidder identified above.
- I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Bidder.
- I further stipulate that the said statements contained within this proposal are true and correct and this sworn statement is hereby made a part of the foregoing RFP response.

Signature

Legal Address

Subscribed and sworn to before me

This _____ day of _____, _____

Notary Public, _____ County

State of _____

My commission expires _____.

COVER SHEET FOR TECHNICAL PROPOSAL

(Sign and Submit with Technical Proposal)

In submitting and signing this proposal, 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 trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to the RFP for Professional Services

Vendor's Name

Title

Signature

Date

COVER SHEET FOR PRICING PROPOSAL

(Sign and Submit with Price Proposal)

In submitting and signing this proposal, 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 trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information, of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFP for Professional Services

Vendor's Name

Title

Signature

Date

EEOC COMPLIANCE

(Sign and Submit with Technical Proposal)

YEAR 2014 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS TO BE COMPLETED AND SIGNED BY ALL APPLICANTS

In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, SELLER or SUCCESSFUL PROPOSER or CONTRACTOR or LESSEE or (Other-specify), (Hence forth referred to as CONTRACTOR) certifies to Milwaukee County as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

Non-Discrimination

CONTRACTOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age or handicap which includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

CONTRACTOR will post in conspicuous places, available to its employees, notices to be provided by the County setting forth the provision of the non-discriminatory clause.

A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.

Affirmative Action Program

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and handicapped persons and other protected groups, at all levels of employment in all divisions of the seller's work force, where these groups may have been previously under-utilized and under-represented.

CONTRACTOR also agrees that in the event of any dispute as to compliance with the foretasted requirements, it shall be his responsibility to show that he has met all such requirements.

Non-Segregated Facilities

CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

Subcontractors

CONTRACTOR certifies that it has obtained or will obtain certifications regarding non-discrimination, affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to the award of any subcontracts, and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, CONTRACTOR certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.

Affirmative Action Plan

CONTRACTOR certifies that, if it has 50 or more employees, it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Audit Compliance Manager, Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4206]. CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with any of the following:

The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4206].

If a current plan, has been filed indicate where filed _____ and the year covered _____.

CONTRACTOR will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

Employees

CONTRACTOR certifies that it has (No. of Employees) _____employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and (No. of Employees) _____employees in total.

Compliance

CONTRACTOR certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other notification of noncompliance with EEOC regulations.

Executed this ___ day of _____, 20___ by: Firm
Name _____

By _____ Address

(Signature)

Title _____ City/State/Zip _____

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(Sign and Submit with Technical Proposal)

The applicant certifies to the best of its knowledge and belief, that its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Authorized Signature: _____

Date: _____

Printed Name: _____ Title: _____

Company: _____

PROPRIETARY INFORMATION DISCLOSURE FORM

(Sign and Submit with Technical Proposal)

The attached material submitted in response to the Request for 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 proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information and therefore cannot be kept confidential. Do not designate your entire proposal as 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

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

Failure to include this form in the Request for Proposal may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold Milwaukee County 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 _____

ACDBE and TBE FORMS



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

CERTIFICATE OF GOOD FAITH EFFORTS

This document should detail what your firm has done to meet this project's participation goal. Failure to use good faith efforts to meet the assigned participation goal will result in the rejection of your bid/proposal.

I, _____, do hereby acknowledge that I am the _____ of _____, who has been identified as a bidder/proposer on the following Milwaukee County Project:

Project No.	Project Title	Total Contract Amount	DBE Percentage	
			Goal	Pledged

Provide a brief summary of why your firm is unable to meet the participation goal on this project. (Attach additional pages if necessary)

I hereby certify that our firm has used good faith efforts to solicit, negotiate with, and utilize certified firms to meet the participation goal of this contract, as demonstrated by my responses to the following questions:

A. Identifying Contractible Work Items

You were encouraged to select portions of work to be contracted in a manner that will increase the likelihood of meeting the participation goal. In selecting work to be contracted, you considered, where appropriate, breaking down contracts into economically feasible units to facilitate small business participation.

1. Which portion(s) or section(s) of the project work was/were selected to be contracted to certified firms (or broken down into economically feasible units to facilitate participation)?

B. Notifying Certified Firms of Contracting Opportunities

2. Did you contact Milwaukee County’s Community Business Development Partners Department (CBDP) to assist in identifying certified firms for this project? **Contacting CBDP is essential in demonstrating good faith efforts to meet and/or exceed the participation goal assigned to this project.**

Yes _____ No _____

Contact was made by: _____ Telephone _____ Email _____ Other _____

Date contacted: _____ Person Contacted: _____

3. List the certified firms that received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone, or email (with deliver, read receipts and certified firm’s response) solicitations. Include copies of the written notice(s) sent to certified firms. (Attach additional pages if necessary)

Certified Firm Contacted	Date of Written Notification	DBE (Yes/No)	Date of Follow-up Telephone Call/or Email

4. Identify publications in which announcements or notifications were placed and published, if any. Include a copy of each announcement or notification.

Published Announcement/Publication (please describe)	Date

5. Identify minority and/or women’s associations or organizations that received written notifications, including dates of notifications. Provide person’s name contacted during, and the date of, the follow-up call. If no follow-up calls were made, explain why not. Include copies of notice(s) sent.

Association/Organization	Date of Notification	Contact Person	Date of Follow-Up Call

C. Providing Certified Firms with Assistance

6. Explain any efforts to provide certified firms with timely, accurate and complete information about the project, scope(s) of work and/or requirements of the project.

7. Describe any other efforts to provide special assistance to certified firms interested in participating in the project.

D. Soliciting Proposal/Quotes from Interested Certified Firms

You must solicit quotes in good faith from certified firms. Quotes, proposals and/or bids, from certified firms shall not be rejected without sound justification.

8. List certified firm(s) that submitted quote(s) for the project, and **include copies of all quotes received**. If any quotes from certified firms were rejected provide an explanation as to why. (Attach additional pages if necessary)

Name, Phone & Address of Contact Person at Certified Firm	Work Quoted / Explanation for Rejecting Quote

9. Please include all other comments you want Milwaukee County to consider. (Attach additional pages if necessary)

NOTE: The information requested above is the minimum information required.

AFFIDAVIT OF CERTIFICATION

The undersigned, being duly sworn, deposes that he/she has examined and carefully prepared this Certificate of Good Faith Efforts and has verified that the information given in this certificate is true and correct to the best of his/her knowledge and belief.

Signed: _____

Authorized Representative

Subscribed and sworn to before me:

This _____ day of _____, 20 ____.

Notary Public

My commission expires _____, 20 ____.

GUIDANCE CONCERNING GOOD FAITH EFFORTS

When Milwaukee County assigns a participation goal, you will make good faith efforts to meet this goal prior to submitting a bid or proposal in order to be responsive. You can meet this requirement in one of two ways. First, you can meet or exceed the goal with commitments for participation of certified firms. Second, even if you don't meet the goal, you can document adequate good faith efforts toward that end. This means that you must show that you took all necessary and reasonable steps to achieve the participation goal.

The County will make a fair and reasonable judgment as to whether you made adequate good faith efforts according to the following guidelines. It is important to consider the quality, quantity, and intensity of the different kinds of efforts that were made. These efforts should be those that one could reasonably expect you to take if you were actively and aggressively trying to obtain participation sufficient to meet the participation goal. Going through the motions by making a phone call or two to a firm that you think should qualify is not good faith efforts to meet the project requirements. The County's determination concerning the sufficiency of your good faith efforts is a judgment call and meeting quantitative formulas is not required.

The following is a list of types of actions the County considers as part of your good faith efforts. This isn't is it all-inclusive. Other factors or types of efforts may be relevant in appropriate cases.

SUBMIT ALL CONFIRMATIONS OF TELEPHONE AND EMAIL COMMUNICATIONS

1. Proposer shall provide proof of good faith effort by submitting copies of the following:
 - a. **Emails sent to ACDBE, DBE, or TBE firms.**
 - b. **If contact is made with ACDBE, DBE, or TBE firm, request a "Reply" from the ACDBE, DBE, or TBE firm confirming the nature of the communications.**
 - c. **Emails to the CBDP office requesting assistance; and copies of the "Reply" back from the CBDP office confirming the nature of the communications. Proposer may contact the CBDP office at (414) 278-4747; however, call communications MUST be confirmed by email.**
2. Solicit, through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices), all certified firms who have the capability to perform work on the project. Get the solicitation(s) out with enough time for them to review and respond. Be sure to record who you sent information to, and how/when they verified their interest in the project.
3. Select portions of the work to be performed by certified firms in order to increase the likelihood that the participation goal will be achieved. This includes, where appropriate, breaking out contract work items into smaller pieces, even when you might otherwise prefer to self-perform the work.
4. Provide certified firms with timely, accurate and complete plans, specifications, and requirements of the project to assist them in bidding/quoting.
5. Negotiate in good faith with certified firms.
 - a. It is your responsibility to make a portion of the work available to certified firms and to select that work based on the available certified firms. Evidence of such negotiation includes the names, addresses, email, and telephone numbers of certified firms that were considered; a description of the information provided regarding the plans and specifications for the work selected for contracting; and evidence as to why agreements could not be reached for certified firms to perform the work.
 - b. A bidder/proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including certified subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, **the fact that there may be some additional costs involved in finding certified firms is not**

sufficient reason for your failure to meet the participation goal. Also, self-performing work does not relieve you of the responsibility to make good faith efforts. You are not required to accept higher quotes from certified firms if the price difference is excessive or unreasonable.

6. Do not reject certified firms as being unqualified without sound reasons based on a thorough investigation of their capabilities. Your standing within the industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in your efforts to meet the project goal.
7. Effectively use the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations to provide assistance in the recruitment and placement of certified firms.

In determining whether you have made good faith efforts, the County may take into account the performance of other bidders/proposers in meeting the contract goal. For example, when you fail to meet the contract goal, but others meet it, the County may raise the question of whether, with additional reasonable efforts, you could have met the goal. If you fail to meet the goal, but you meet or exceed the average participation obtained by other bidder/proposers, the County may view this, in conjunction with other factors, as evidence of you having made good faith efforts.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

TARGETED BUSINESS ENTERPRISE (TBE) UTILIZATION SPECIFICATIONS for PROFESSIONAL SERVICES

1. The award of the contract is conditioned upon achieving the Targeted Business Enterprise (TBE) participation goal of 17%. Firms that qualify as a TBE include DBE firms certified by and listed in the Wisconsin Unified Certification Program (UCP) directory and MBE and WBE firms certified by the State of Wisconsin DOA. All firms must be certified prior to the proposal submission deadline. A firm certified in another state must be certified by the UCP or State of Wisconsin DOA prior to submission of proposal.
2. **TBE Participation:** The participation goal is based upon the total dollar value of your proposal less reimbursable items. Participation must be maintained throughout the contract, including any fee increases. For a non-certified firm proposing as Prime, participation may be obtained utilizing a TBE firm, whether DBE, MBE, or WBE. For a TBE firm proposing as Prime, the goal must be satisfied using only DBE firms and MBE and WBE certifications count as additional participation once the goal is achieved through DBE participation. Any work a TBE Prime self-performs would be counted as additional participation in excess of the participation provided by certified sub-consultants.

PROPOSAL CONSIDERATIONS

3. The County may reject your proposal if it does not include the **Commitment to Contract with TBE (TBE-14)** form(s), one completed for each of the firms you are including for participation. The Prime must indicate the dollar amount of work to be provided to the sub-consultant, sign the form, and have the TBE firm sign the form in the affirmation section prior to acceptance of your proposal by the County.
4. If awarded the contract, you will enter into a contractual agreement, directly or through sub-consultant, according to the **Commitment to Contract with TBE (TBE-14)** form(s) provided with your proposal. Copies of the executed agreements(s) will be submitted to the County.
5. TBE participation credit is calculated as follows:
 - a. All of the identified scope(s) of work must have a commercially useful function in the actual performance of the contract and work must be performed directly by the TBE with their own employees.
 - b. One hundred percent (100%) for the work performed by a TBE sub-consultant. If a TBE subcontracts a portion of work to another firm, the value of the subcontracted work will not be counted towards the TBE participation unless the work is performed by another TBE.
 - c. You must notify the County if any TBE contractor(s) sublet any portion of their work.
6. The County reserves the right to request supporting documentation from both you and any listed TBE. If you fail to respond within the time specified, the County may determine you to be non-responsive and remove you from further consideration for contract award.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

FOLLOWING CONTRACT AWARD

7. The County reserves the right to conduct compliance reviews and request, both from you and your subs, supporting documentation to verify TBE participation, in addition to the information entered monthly into the County's online reporting system. The County will notify you if you are not in compliance with contract terms. If you fail to take corrective action as directed, the County may take one or more of the following actions:
 - a. Terminate or cancel your contract, in whole or in part;
 - b. Remove you from the list of qualified consultants, and refuse to accept future proposals from you for a period not to exceed three (3) years;
 - c. Withhold contract payments to cover shortfall; and/or
 - d. Bring suit to recover damages up to the amount of the shortfall, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.
8. You must submit copies of the executed subcontract agreement(s) for each of the sub-consultants listed on the contract. REQUESTS FOR PAYMENT WILL BE DELAYED IF NOT SUBMITTED.
9. If the TBE(s) cannot perform, or any other issues arise, you must immediately contact CBDP Compliance at (414) 278-4851. You must submit written notification of your desire for substitution to the TBE affected, and copy the County. This notice must state the reason for the request. The TBE has five (5) business days to provide written objection/acceptance to you. Approval must be obtained from County prior to making any substitutions. TBE consultants are also required to notify and obtain approval from the County prior to subletting work.
10. The Prime will record payments received from the County and payments made to sub-consultants directly into the County's online reporting system on a monthly basis. These entries will cover payments during the preceding month and will include zero dollar (\$0) entries where no payment has occurred. You must also indicate on the invoice work being performed by TBEs. Either a) place the word "TBE" behind the work item or b) break out the work done by TBEs at the end of the report. Failure to comply may result in withholding of payments, or enforcement of other sanctions including those listed in Section 7, above.
11. The County has a revolving loan program for DBE firms. If you have contracted with a DBE that is using these County funds, you must assist the County for repayment of these funds. This may include, but is not limited to, providing written information regarding the sub's contract balance, prior payment (two or three party) agreements, and the issuance of two-party checks payable in the name of Milwaukee County and the DBE indebted to the County under this program.
12. The County reserves the right to waive any of these specifications when it is in our best interest.



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TARGETED BUSINESS ENTERPRISE (TBE) UTILIZATION SPECIFICATIONS for CONSTRUCTION

1. The award of the contract is conditioned upon achieving the project's Targeted Business Enterprise (TBE) participation goal of 25%. Firms that qualify as a TBE include DBE firms certified by and listed in the Wisconsin Unified Certification Program (UCP) directory and MBE and WBE firms certified by the State of Wisconsin DOA. All firms must be certified prior to the bid submission deadline. A firm certified in another state must be certified by the UCP or State of Wisconsin DOA prior to submission of bid.
2. **TBE Participation:** Participation is based upon the total dollar value of your base bid less allowance. Participation must be maintained throughout the contract, including additional contract work such as: acceptance of alternates, negotiated procurements, change orders, addendums, and use of allowances. For a non-certified firm proposing as Prime, participation may be obtained utilizing a TBE firm, whether DBE, MBE, or WBE. For a TBE firm proposing as Prime, the goal must be satisfied using only DBE subcontractor(s) and MBE and WBE certifications count as additional participation once the goal is achieved through DBE participation. Any work a TBE Prime self-performs would be counted as additional participation in excess of the participation provided by subcontractors.

BID CONSIDERATIONS

3. The County may reject your bid if it does not include the **Commitment to Contract with TBE (TBE-14)** form(s), one completed for each of the firms you are including for participation. The Prime must indicate the dollar amount of work to be provided to the subcontractor, sign the form, and have the TBE firm sign the form in the affirmation section prior to submittal of bid.
4. If awarded the contract, you will enter into a contractual agreement, directly or through subcontractors, according to the **Commitment to Contract with TBE (TBE-14)** form(s) provided with your bid. Copies of the executed contract(s) or purchase order(s) will be submitted to the County.
5. TBE participation credit is calculated as follows:
 - a. All of the identified scope(s) of work must have a commercially useful function in the actual performance of the contract and work must be performed directly by the TBE with their own employees.
 - b. One hundred percent (100%) for the work performed by a TBE subcontractor. If a TBE subcontracts a portion of work to another firm, the value of the subcontracted work will not be counted towards the TBE plan unless the work is performed by another TBE. Material, equipment and supplies provided and installed (put into use) by a TBE also count dollar for dollar toward the goal.
 - c. One hundred percent (100%) for products manufactured by a TBE. TBE manufacturers operate or maintain a facility that produces goods from raw materials, or substantially alters the materials or supplies, on-site.
 - d. One hundred percent (100%) for materials supplied by a TBE dealer/distributor.

Dealer/distributors own, operate, or maintain stores, warehouses, or other establishments where materials or supplies are kept in stock, and regularly sold to the public in the usual course of business. Regular dealers in bulk items such as steel, cement, gravel, stone, and petroleum products don't need to keep stock providing it owns or operates distribution equipment.



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- e. One hundred percent (100%) for the fees or commissions charged for assistance in the procurement of material and supplies. Fees or transportation charges for the delivery of material or supplies by a TBE to a job site also count dollar for dollar toward the goal. The cost of the materials and/or supplies themselves will not be credited towards the TBE plan.

Brokers, Trade Agents and Manufacturers / Independent Sales Representatives arrange or expedite transactions without taking title of the goods being sold and receive a commission or fee for their service.

- f. One hundred percent (100%) for TBE trucking firms. The TBE must be responsible for the management and supervision of the entire trucking operation for which it has contracted. The TBE must also use trucks owned, insured, and operated by drivers it employs. The TBE may lease trucks from another firm, or an owner-operator, certified as a TBE. The TBE may also lease trucks from a non-TBE firm, or owner-operator, but credit will only be given for the fee or commission and not the trucking itself.
 - g. You must notify the County if any TBE contractor(s) sublet any portion of their work.
6. The County reserves the right to request supporting documentation from both you and any listed TBE. If you fail to respond within the time specified, the County may determine you to be non-responsive and remove you from further consideration for contract award.

FOLLOWING CONTRACT AWARD

- 7. The County reserves the right to conduct compliance reviews and request, both from you and your subs or suppliers, supporting documentation to verify TBE participation, in addition to the information entered monthly into the County's online reporting system. The County will notify you if you are not in compliance with contract specifications. If you fail to take corrective action as directed, the County will take one or more of the following actions:
 - a. Terminate or cancel your contract, in whole or in part;
 - b. Remove you from the list of qualified contractors, and refuse to accept future bids from you for a period not to exceed three (3) years;
 - c. Withhold contract payments to cover shortfall; and/or
 - d. Bring suit to recover damages up to the amount of the shortfall, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.
- 8. You must submit copies of the executed subcontract agreement(s) or purchase order(s) for each sub and/or supplier listed on the contract **REQUESTS FOR PAYMENT WILL NOT BE PROCESSED IF AGREEMENTS/PURCHASE ORDERS ARE NOT SUBMITTED.**



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9. If the TBE(s) cannot perform, or any other issues arise, you must immediately contact CBDP Compliance at (414) 278-4851. You must submit written notification of your desire for substitution to the TBE affected, and copy the County. This notice must state the reason for the request. The TBE has five (5) business days to provide written objection/acceptance to you. Approval must be obtained from County prior to making any substitutions. TBE contractors are also required to notify and obtain approval from the County prior to subletting work on this project.
10. **Requests for Payment:** You will enter payments received from the County and payments made to subs and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments during the preceding month and will include zero dollar (\$0) entries where no payment has occurred. You must also indicate on the AIA Document **G703 - Continuation Sheet** work being performed by TBEs. Either a) place the word "TBE" behind the work item or b) break out the work done by TBEs at the end of the report. Failure to comply may result in withholding of payments, or enforcement of other sanctions including those listed in Section 7, above.
11. The County has a revolving loan program for **DBE** firms. If you have contracted with a DBE that is using these County funds, you must assist the County for repayment of these funds. This may include, but is not limited to, providing written information regarding the sub's contract balance, prior payment (two or three party) agreements, and the issuance of two-party checks payable in the name of Milwaukee County and the DBE indebted to the County under this program.
12. The County reserves the right to waive any of these specifications when it is in our best interest.