



MILWAUKEE COUNTY

GENERAL MITCHELL INTERNATIONAL AIRPORT

REQUEST FOR PROPOSAL

MANAGEMENT AND OPERATION OF
PARKING FACILITIES AND GROUND TRANSPORTATION

ISSUED July 20, 2016

Response Due Date: August 26, 2016 at 3:00 p.m.

RFP # 98160023

INFORMATION SUMMARY SHEET

Request For Proposal Title: Management and Operation of Parking Facilities and Ground Transportation

Request For Proposal Number: 98160023

RFP Issuing Office: General Mitchell International Airport

RFP Issue Date: July 20, 2016

Optional Pre-Proposal Meeting and Site Tour: July 26, 2016 at 10:00 a.m.

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

Deadline for Receipt of Questions: July 29, 2016, 5:00 p.m. CDT

RFP Proposal Receipt Deadline: August 26, 2016, 3:00 p.m. CDT

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

Service Starting Date (Projected): December 1, 2016

RFP Administrator:

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 is seeking a vendor to provide and ensure high quality parking and ground transportation management services are made available and received by the users of Milwaukee County's General Mitchell International Airport ("GMIA" or "County" shall mean the same) roadway and parking facilities ("Designated Parking Areas") on behalf of GMIA. The successful proposer shall have the responsibility for management of the parking services including without limitation: cost effective parking management; establishing efficiencies and upgrading best practices; financial transactions including accurate cash handling; revenue control; and financial reporting through the Parking Access and Revenue Control System ("PARCS"); providing a high level of customer service; ensuring safe and secure service areas to minimize accidents and injuries; providing a competent, productive, positive and well trained workforce; and maintaining timely and accurate records.

The successful proposer will furnish all labor, supervision, uniforms, materials, and supplies necessary to operate GMIA's parking facilities in a first-class manner and to ensure prompt, safe, courteous, effective, convenient, and efficient service is provided to all users thereof. The successful proposer will operate GMIA's parking facilities within an approved budget and will be responsible for the payment of expenses related to the operation of the parking facilities. The successful proposer will receive compensation and reimbursement as agreed upon by Proposer and GMIA. Basic services for parking management services will include all personnel, equipment, materials and supplies necessary for the management and operation of the airport parking facilities as set forth herein, on a twenty-four (24) hours per day, seven (7) days per week, each day of the year basis.

Background and Information

In 2015, parking revenue at General Mitchell International Airport was over \$27 Million. The Airport has an inventory of approximately 12,080 public parking spaces currently available for use. The names and titles of garages and lots are subject to change at the GMIA's discretion.

The Proposer who enters into a Contract with the County shall manage and operate all of the following Public and Employee Parking Facilities depicted in Appendix A for a term of five years (with up to two additional one-year-term options for extension at the Airport's sole discretion) on behalf of the County. This includes the Parking Garage (including taxicab, limousine, and employee parking), Remote Lots A and B Surface Lot ("Super Saver") and an Amtrak Station Lot. All public parking facilities are fully integrated with voice/data connections for operations management, security, and revenue control.

SCOPE

Proposer shall provide the overall management and traffic control of ground transportation at GMIA to include but not limited to various modes of transportation including the traffic control of private non-commercial private automobiles, taxis, limousine service, courtesy buses, regional buses, external parking provider buses and Transportation Network Companies (“TNC”) and other companies in the future. The Proposer will work with the current GMIA owned automatic vehicle identification and dispatch system (Exhibits M and N).

Proposer will manage and operate the Airport’s twelve (12) Shuttle Buses to serve the Employee Lots and various Remote Parking Lots, Amtrak Lot up to twenty-four (24) hours per day, seven (7) days a week. Shuttle Buses will be mechanically maintained and the interior such as upholstery will be updated by the County, but interior/exterior cleaning and vehicle washing will be managed by the new parking management.

Proposer shall provide Janitorial and Facility Maintenance Staff to maintain all parking areas including elevator waiting areas, north moving walkway corridor, sailboat room, future meditation room, rock garden corridor, the interior and exterior of cashier booths, parking administrative offices and restrooms.

Proposer shall provide innovative and proactive parking marketing and operations which is critical in order to maintain the highest level of customer service to retain and attract new customers from parking competition outside of the airport while protecting and preserving the Airport’s largest non- aeronautical revenue source. Proposer will develop a strategy to work with GMIA to decrease transient revenue seepage including to external/ third party parking providers. Some innovations may include technologies for GPS, web and mobile based applications that enable tracking for customers and internal operations. PARCS technology upgrades that will allow for automated in/out at entrances and exits to save time for the customer and save money by reducing labor cost for GMIA.

Proposer will manage current programs already underway at GMIA: GMIA SmartPark and SmartPark Rail (Amtrak lot) in order to remain focused on regular customers and marketing to customers currently using third party/external parking providers. These programs include a parking reservation program that is being hosted by an agreement with SMC Software for a parking reservation system (“RezPort”) in hourly and daily parking. RezPort may be expanded to include discounted parking to a Corporate Parking and a Parking Loyalty Programs.

Proposer will provide a detailed security plan to ensure the sufficient security for parking customers and customer service personnel acceptable to the Parking Contract Manager and GMIA Manager of Security. This security plan will include the use of existing parking operations vehicles patrol program as well as foot patrol by parking personnel, panic alarm testing, CCTV camera surveillance and the use of additional camera additions which may be added to the program by GMIA.

Proposer may provide proactive customer service enhancements to the operations such as: car washing, automotive care, laundry service, pay-on-foot/pre pay machines or other ancillary services for customers.

Proposer shall maintain sufficient staff including a resident parking manager, assistant manager, supervisors, cashiers, auditor, inventory, security, customer service agent, clerical, and other personnel necessary to fulfill the obligations of operating the parking facility. The parking manager shall be in complete charge of the operation and shall be a qualified, experienced manager with documented experience in a public parking facility of similar size in a managerial capacity for a minimum of 2 years. The parking manager shall be assigned to the airport parking office and available during regular business hours; and at all times during the absence of the manager, the assistant manager or the designated supervisor shall be in charge and available. The parking manager shall reside within thirty (30) minutes driving time from the Airport and shall be reasonably available at all times. The Parking Manager will directly report to and work very closely with the County Parking Program Manager. County Parking Program Manager reports to the Deputy Airport Director of Business and Commercial Development.

The assistant manager or assistant manager/s with one dedicated to parking and ground transportation ("GT") and supervisors shall be qualified and experienced. Each shall be capable of acting as the parking or GT manager during his/her absence. The assistant manager and supervisors shall be trained by the manager, each being proficient in handling the duties assigned. The assistant manager will be on duty mainly during the evening and weekends. Proposer shall not hire a person convicted of a theft-related felony or misdemeanor. This requirement is extended to subcontractors. Proposer shall perform a ten (10) year criminal history check on each potential employee which shall include a fingerprint background check. The Deputy Airport Director of Business and Commercial Development of the GMIA will review the qualifications of the candidate parking manager, including an in-person interview, and notify Proposer if the candidate parking manager is acceptable. If the candidate is unacceptable, Proposer shall propose another candidate until the Deputy Airport Director of Business and Commercial Development concurs with the selection.

The Proposer will ensure that employees assigned to work under this Contract possess the necessary interpersonal skills required to courteously and tactfully interface with GMIA customers. The Proposer shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity as determined by the GMIA and shall be responsible for taking disciplinary action as may be necessary. The Proposer shall comply with any GMIA request for removal of any employee working under the Contract for violations of the GMIA's regulations and written orders, as provided in this contract. GMIA reserves the right to exclude from work such employees as the GMIA deems incompetent, careless, insubordinate, unsuitable, objectionable, or otherwise contrary to the best interest of the GMIA. All employees assigned to work under the Contract must demonstrate the ability to read, write, and comprehend written instructions. Employees must also demonstrate the capability to acquire a good working knowledge of all parking operations.

The Proposer will develop an incentive program to be approved by GMIA based on the following core areas of the company's performance: 1) Budget Compliance, 2) Revenue Control, 3) Staffing Levels, 4) General Appearance of Facilities and Personnel and 5) Quality of Service. This incentive program could be awarded by a fixed amount to be determined as a percentage of dollars based on predetermined agreements or earned by the Proposer based on achieving predetermined goals set by the County. A request by the Proposer for payment of an incentive fee must be supported by the Proposers' detailed written statements explaining how the Proposer has achieved excellence in performance. The incentive fee, if awarded, will be to the Proposer and should be distributed in some form of monetary reward to all employees of the Proposer. This will be distributed based upon the Proposer recommendation subject to

advance written approval by GMIA and whether the Proposer achieved the performance standard identified in the Parking Agreement. GMIA determination whether to award an incentive fee cannot be challenged and it is exclusively in the discretion of GMIA.

TECHNICAL SPECIFICATIONS

Designated Parking Areas

1. Public Parking Facilities - (Exhibit O - Map of the Designated Parking Areas)
 - a. Parking Garage

The six story Elevated Parking Structure is separated by three sections with four sets of moving walkways (north walkway corridor) located in front of the Airport terminal and has approximately eight thousand three hundred thirty (8,330) spaces used for daily and hourly parking. The daily section of the garage has four (4) entry lanes and hourly has three (3) entry lanes. Both daily and hourly exit the main toll plaza which has 13 exit lanes six (6) automated credit card only lanes and 6 cashier lanes (CT) lanes. One (1) lane has cashier booth with no equipment.
 - b. Surface Lot

Located just south of the Parking Garage and across the Airport entry road is the Surface Lot, with approximately five hundred and twenty-eight (528) spaces (including fourteen [14] disabled spaces). This lot is unique in that it also has a cell phone waiting area inside of its boundaries. There are approximately thirty (30) spaces inside of this lot set aside to accommodate individuals waiting to pick up Airport passengers. Individuals can wait up to thirty (30) minutes in the lot without being charged. This lot has one (1) cashier booth, with one (1) exit lane and one (1) Cashier Terminal (CT), and two (2) entry lanes with one (1) Ticket Issuing Machine ("TIM") each.
 - c. SuperSaver Lot A

SuperSaver Lot A has approximately one thousand seven hundred twenty-six (1,726) spaces including twenty-two (22) disabled spaces. A twenty-four (24) hour shuttle service is available to the terminal from this lot and it is located about one-third (1/3) mile west of the Parking Garage. This lot has one (1) cashier booth with one (1) exit lane and one (1) credit card verifier (1) exit lane with and two (2) entry lanes with one (1) TIM each.
 - d. SuperSaver Lot B

SuperSaver Lot B has approximately one thousand two hundred and four (1204) spaces including seventeen (17) disabled spaces. A twenty-four (24) hour shuttle service is currently available approximately two (2) months per year and this lot is located about one-half (1/2) mile west of the Parking Garage. This lot has one (2) exit lane one with cashier booth / pay in lane and the other a pay in lane and two (2) entry lanes with one (1) TIM each.
 - e. Amtrak Station Lot

The Amtrak Station Lot is located slightly northwest of SuperSaver Lot B with approximately two hundred ninety-two (292) spaces including eight (8) disabled spaces. This lot has two (2) entry lanes and three exit lanes (1) automated exit lanes with two (2) automated pay machines.
2. Employee Parking Facilities - (Exhibit P - Map of the Employee Parking Lots)
 - a. Main Employee Lot B

The Main Employee Lot is a surface parking lot with approximately one thousand and one (1,001) parking spaces including twenty-one (21) disabled parking spaces. A twenty-four (24) hour shuttle service is available and this lot is located just northwest of the Garage. Access to this lot is controlled by County-issued hangtags. The Main Employee Parking Lot B - The largest employee parking area, often referred to as the employee Parking Lot, is located on the west side of the airport along Hutsteiner Road and Howell Avenue.

b. Employee Lot A

Employee Lot A also known as the “Admin Lot” is a surface parking lot with sixty five (65) parking spaces. Access to this lot is controlled by County-issued hangtags or a future access control technology. The Administration Lot A– The Admin Lot is west of the Airport Administration Building. Each parking spot is numbered and assigned to one person. Station Manager’s Parking Area (also part of Employee Lot A)– This small area has five (5) parking spots for station managers. It is located on the Loading Dock next to the trash compactor area.

Table 1

Designated Parking Areas of Public, Employee, and Other Parking Facilities

Public Parking	Spaces	Levels	Entry Lanes	Exit Lanes	Description
Parking Garage	7,867	6	4	13	Daily Parking
Parking Garage	463	3	3	13	Short-term Parking
Surface Lot	528		2	1	Surface Lot
Cell Phone Area	30		2	1	Surface Lot
(30 included in Surface Lot total)					
Super Saver Lot A	1,726		2	2	Surface Lot
Super Saver Lot B	1204		2	1	Surface Lot
Amtrak Station Lot	292		2	2	Surface Lot w ATM
Main Employee Lot B	1,001		1	1	Hang Tag Parking
Employee Lot A	70		1	1	Hang Tag Parking
Taxi Cab Staging	100		1	1	Taxi only
TNC Staging	20		1	1	TNC only

The GMIA reserves the right, from time to time and in its sole discretion, to increase or decrease the total number of parking spaces included within the Designated Parking Areas. The rights and privileges granted will be non-exclusive and nothing contained herein shall preclude the GMIA from entering into any other agreement with any other party or parties during the term of the Agreement for the operation and management of any parking facilities or areas on the Airport or adjacent to the Airport. Proposer will ensure that all equipment and Parking Facilities are kept in good operating condition and clean conditions at all times.

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

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 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, in 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 for an anticipated service starting date provided in the Information Summary Sheet. 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 the 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".

Responses to this RFP should be based upon that the initial term of the agreement of five (5) years with an option for two (2) additional one-year extensions, by mutual agreement of the County and contractor.

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. 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 bid 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.

FEE ADJUSTMENT

The price established by a contract shall remain fixed for the first (1st) year, and may be adjusted for subsequent contract extensions. Any proposed price adjustment shall be submitted to the County no later than May 1 of the year preceding the year for which an adjustment is requested, and if approved, will be effective on that date for the subsequent contract period. Fees may be changed only on the contract anniversary date. These fees are subject to negotiation and approval by the County.

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.

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 of 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

DISADVANTAGED BUSINESS ENTERPRISES

The contract has a Disadvantaged Business Enterprise (DBE) participation goal of 17%. To be considered responsive, you must submit *Commitment to Contract* (DBE-14) form(s) with your Proposal, one completed for each of the DBE firms you intend to utilize.

The DBE-14 form must identify (1) the DBE firm by name and address, (2) the scope(s) of work/service(s) to be provided, (3) the dollar amount of such work, and (4) the percentage of the DBE goal to be met. Community Business Development Partners (CBDP) may reject your Bid/Proposal for failing to identify this information for each DBE.

Contact CBDP at 414-278-4851 or cbdpcompliance@milwaukeecountywi.gov for assistance in identifying DBE firms and understanding the County's DBE Program procedures. The official directory of eligible DBE firms can be accessed through the following link:

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

During the contract term, the successful Bidder/Proposer will use the County's online reporting system to document DBE participation. Contract compliance is monitored through review of payment data reported in the Diversity Management and Compliance System, utilizing B2GNow software. Contractors are required to report payments received and paid to subcontractors in the system. There is no cost to the Prime or any subcontractor, the only requirement is to become a registered user and complete the one hour webinar training.

To qualify the Proposers must satisfy the DBE goal percentage as described in the RFP. Additional points will be given to the Proposer that best describes how they will utilize the contract to increase capacity building opportunities for DBE firms, through project specific subcontracting, or mentor-Protégé, or potential project management tasks within the scope of services, etc.

EEOC COMPLIANCE

All proposers shall complete and submit 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 as 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.

RESPONSIBLE CONTRACTOR POLICY

Milwaukee County recognizes superior service requires that service contractors hire well-trained and dedicated staff. 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.

BILLING AND INVOICES

The winning vendor shall submit an invoice to the GMIA Accounting Manager of and a copy to the Parking Program Manager each month by the tenth day following the end of each preceding month. Each invoice must include line item descriptions of all work performed under any contract pursuant to this RFP, location of service performed (gate) quantity of labor hours charged for each repair, all applicable taxes and a copy of the original invoice received by the winning vendor for expenses. The GMIA Purchase Order Number for any contract resulting from this RFP must appear on each invoice. Invoices will be paid in arrears.

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 execution of the work. The winning vendor further acknowledges that they have satisfied themselves as to the character, ability, expertise to management and control parking operations to the satisfaction of the County.. 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.

ADDITION OR DELETION OF UNITS OR EQUIPMENT

During the term of the Agreement, GMIA will provide for use by Proposer a computerized revenue control system. Presently, the Federal ADP Inc. platform and equipment is in use. Proposer acknowledges that it understands and is capable of operating GMIA's revenue control system. The successful Proposer will be responsible for all repairs (tickets, gate arms, etc.) and consumables/tickets required to operate the PARCS.

Parking Access and Revenue Control System will be updated as needed by the direction of the County Parking Manager. The successful Proposer shall be reimbursed for repairs and consumables, as described in the Contract. It has been determined by GMIA IT Management that the GMIA's hardware and software for the PARCS and associate servers and hardware are in need of an update to next generation system. Proposer agrees to fully cooperate with GMIA, when in the term of the Agreement, GMIA changes or replaces the revenue control system, or expands its capabilities, and that Proposer will train its employees in the proper use of GMIA's existing revenue control system or any other revenue control system which GMIA may provide.

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

The Proposer shall maintain the entire Parking Facilities in a clean and orderly fashion at all times. This includes general trash removal, parking garage and lots cleaning, and power sweeping and scrubbing of all parking areas as defined herein and as necessary to present an attractive appearance to customers. The Proposer shall provide custodial services and periodic cleaning and trash and debris removal in areas including, but not limited to: all parking areas including elevator waiting areas, north walkway corridors, sailboat room, future meditation room, interior and exterior of cashier booths, all parking administrative offices and restrooms. Services will also include installation and removal of permanent and temporary signage, and parking stall striping.

The facilities and equipment included in the Managed Services to be assigned to the successful Proposer are described in Exhibit O, of this RFP. The Airport has a Parking Access and Revenue Control System manufactured by Federal APD, Inc. The successful Proposer will be responsible for all repairs and consumables (tickets, gate arms, etc.) required to operate the PARCS. Proposer will provide snow removal from the top level garage, public sidewalks, all parking lots in the satisfaction and direction of the County Parking Program Manager as described in in the shaded areas in Exhibits Q and R.

WARRANTY

The winning vendor shall warrant to MKE 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 the MKE that all services offered in the response comply with any applicable national, state and local codes, laws, regulations or policies governing their use. 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 MKE acceptance, 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 the MKE. Also, 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 customers.
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 Office ("MCSO") by calling 414-747-5360 and then to the Parking Program Manager of GMIA.
4. Necessary precautions shall be taken at all times to protect persons, property and all equipment belonging to GMIA and their customers from injury or damage.
5. The interests and personal effects of GMIA and its tenants must be protected at all times.

AIRPORT SECURITY

Security requirements are consistent with TSA requirements. After the award of the purchase order, the winning vendor shall review airport security rules and needs, along with the use and assignment of required access keys with MKE's designated representative. Proposer will operate and make full utilization of the Closed Circuit Television System ("CCTV system") to monitor parking operational activities and security of the parking structure. Cameras will be placed by GMIA throughout the Designated Parking areas to include entrances, exits, booths and drive lanes and parking structure. As part of a Transportation Security Administration ("TSA") funded security surveillance camera installation project some extra cameras may be added to the parking garage as a later time. The existing parking garage camera system has nine cameras for security surveillance that is also shared with the MCSO. This existing system will be tied into the Airport's main security surveillance camera system in the future. For monitoring the system, equipment provided includes work stations and displays. Images will be recorded, stored and available for replay. Proposer acknowledges it will fully train its staff on special security protocols, as it relates to the parking garage defined in the Airport Security Program (available through the GMIA Airport Security Office) approved by the TSA and amended from time to time.

VENDOR MINIMUM QUALIFICATIONS

The winning vendor must have been in business for at least five (5) years, and have experience in parking management to complex operations with traffic management dealing with ground transportation, Transportation Network Companies, marketing and/or other ancillary services.

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. The 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 Ballot Printing and Distribution Services. 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 cost estimate.

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 seven (7) copies of all materials required for acceptance of their proposal in sealed envelopes. 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 Cost 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)

Cost Proposal Contents

Cover Sheet for Pricing Proposal (Attachment G)
Cost Proposal Submission Form
DBE Forms (Attachment S)

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 Cost 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

Cost 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.

Cost Proposal scoring; cost 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 lowest and each subsequent proposal will use the lowest 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 cost section of the RFP. Lowest cost proposal will receive the maximum number of points available for the cost category other cost proposals will receive prorated scores based on the proportion that the costs of the proposals vary from the lowest cost 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 cost 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 Board of

Supervisors 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 cost information submitted by each proposer.

RFP EVALUATION CRITERIA

The descriptions following each evaluation criteria are provided as a guideline and are not intended to be a comprehensive statement of all of the criteria considered by the evaluation committee.

- Operating and Marketing Plan (30%)**
- Team Qualifications (10%)**
- Statement of Business and Financial Qualifications (10%)**
- Firm and Sub-Proposer Qualifications (10%)**
- Transition Plan (5%)**
- Worker's Compensation History (5%)**
- Fee Proposal (25%)**
- DBE Capacity Building Goals (5%)**

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. Costs (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.

PROPOSAL

COST PROPOSAL

State your Guaranteed Maximum Price (comprised of direct and indirect operating costs and fees) for each year of the five (5) year term and basis for fee.

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 requests enumerated below. Please indicate for each response the number of the request 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.

Operating and Marketing Plan

1. Describe and demonstrate your understanding of the scope of work and requirements specific to the Airport's parking operations including ground transportation and dealing with taxi and TNC services.
2. Describe your proposed methods for cash handling.
3. Describe your proposed methods for auditing.
4. Describe your proposed methods for enhancing customer level of service.
5. Describe your proposed methods for maintaining high employee morale.
6. Describe your proposed methods for increasing marketing and public parking facility patronage and net revenues (i.e., marketing efforts).
7. Describe your proposed methods for minimizing material expenses.
8. Describe your proposed staffing plans for current conditions.
9. Describe your proposed proactive customer service enhancements and innovations such as use of latest technology to save time and money to the operations and enhance the customer experience.
10. Describe your operating plan for maintenance of the garage and security enhancements to provide a clean, orderly and safe experience for customers.
11. Describe your incentive proposal.
12. Provide your preliminary, detailed operating budget.

Team Qualifications

11. Describe the recent relevant experience of the members of the team to be assigned to the Airport, including on-site and off-site personnel.

12. Describe the extent of expertise of the team members to be assigned to the Airport, including on-site and off-site personnel.
13. Describe your organization's workload, staff availability, and accessibility.

Statement of Business and Financial Qualifications

14. Provide your financial statements (audited, if available) for your most recently closed fiscal year, and your balance sheet for your most recently closed quarter. These documents should be thorough and accurate, and reflect the strength of your finances.
15. Describe all pending and threatened litigation against your company, as well as pending and threatened business-related litigation against the principals of your company.

Firm and Sub-Proposer Qualifications

16. Describe your company's expertise and experience, as well as the expertise and experience of any sub-contractors you would utilize in fulfilling your obligations under a contract for the services contemplated by this RFP.
17. Describe your company's experience at operating comparable parking operations.
18. Discuss the quality of recently completed projects, including adherence to staffing needs and budgets.
19. Provide three references from existing or past clients for management contracts of similar size and characteristics.

Transition Plan

20. If you are not the current provider, describe in detail your proposed transition plan for taking over parking services at GMIA.
21. If you are not the current provider, describe your experience in effecting smooth transitions from an incumbent parking provider.
22. Provide information showing steps taken to improve parking operations at GMIA.

Worker's Compensation History

23. Provide a comprehensive and complete report demonstrating the volume and nature of workers compensation claims against your company over the last three (3) years.

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, 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. 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
- Concession 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 forgoing 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	\$3,000,000 Per Occurrence
Bodily Injury & Property Damage	\$5,000,000 Aggregate
Personal Injury	\$1,000,000 Per Person
Contractual Liability	\$1,000,000 Per Occurrence
Fire Legal Liability	\$\$1,000,000 Per Occurrence
Professional Liability	
Errors & Omissions	\$1,000,000 Per Occurrence
Automobile Liability	
Bodily Injury & Property Damage	\$3,000,000 Per Accident
All Autos-Owned, non-owned	
Garagekeepers Legal Liability endorsement	
Uninsured / Underinsured Motorists	Per Wisconsin Requirements
Cyber Liability	\$5,000,000 Per Occurrence
PCI-DSS endorsement	
Crime / Fidelity Liability	\$1,000,000 Per Occurrence
Includes Third Party coverage	

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 AM 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.

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 _____