



**Milwaukee County**  
**General Mitchell International Airport**

***Request for Proposal***  
***Flexible Use System***

**Issued: August 10, 2016**

**Response Due Date: September 14, 2016 at 3:00 p.m. CDT**

**RFP # 98160019**

# 1 INFORMATION SUMMARY SHEET

Request For Proposal Title:	Flexible Use System
Request For Proposal Number:	98160019
RFP Issuing Office:	General Mitchell International Airport
RFP Issue Date:	August 10, 2016
Pre-Proposal Meeting:	Tuesday, August 23, 2016 at 10:00AM CDT
Pre-Proposal Meeting Location:	General Mitchell International Airport Sijan Conference Room
Deadline for Receipt of Questions:	August 25, 2016 at 5:00PM CDT
RFP Proposal Response Deadline:	September 14, 2016 at 3:00PM CST
Service Starting Date (Projected):	November 2016
RFP Submission Location:	Milwaukee County Courthouse County Clerk's Office Room 105 901 N. 9 <sup>th</sup> Street Milwaukee, WI 53233
RFP Administrator:	Stephanie Gulizia Department of Administrative Services Procurement Division 633 W. Wisconsin Ave., Suite 901 Milwaukee, WI 53203 414-278-4129 Stephanie.Gulizia@milwaukeecountywi.gov

*Proposal can be found on Milwaukee County's website; "Business Opportunity Portal".*

*<http://county.milwaukee.gov/bop>*



## 2 GENERAL INFORMATION

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### 2.1 INTRODUCTION AND BACKGROUND

The purpose of this document is to supply interested parties with information to enable them to prepare and submit a proposal for the provision of a flexible use gate system at General Mitchell International Airport. Milwaukee County is governed by an elected County Executive and an 18 member elected County Board of Supervisors. Other County elected officials include a Register of Deeds, Treasurer, Comptroller, County Clerk, and Sheriff, who in conjunction with administration provide a full range of associated governmental services, including but not limited to law enforcement, in-patient mental health, highways, courts, corrections, official record keeping, parks and recreation, international airport operations, jail and juvenile detention, public assistance programs, and a world famous zoo. Milwaukee County employs approximately 4,750 employees and operates 24/7, with many of its employees working rotating schedules. Milwaukee County services a constituent population of 959,023 residents with an annual budget of \$1.4 billion.

Milwaukee County's General Mitchell Airport is the largest airport in Wisconsin and services flights for all the major domestic air carriers. In looking to better serve the airlines and the traveling public the airport is looking to install a flexible use/common use system at 4 gates and 4 ticketing counters. This system will allow multiple air carriers to operate at the ticket counters and gates throughout the day depending on their service needs. Ultimately the common use system will provide efficient use of facilities, and promote access to new markets without the need for facility expansion, all while providing predictability of costs from a technology deployment standpoint. The system should be easy to use for the airline operators and require minimum support from the Airport IT staff.

### 2.2 SCOPE

#### General Specifications

- Reduce cost for airlines and airports by simplifying the procurement, installation, support and ongoing maintenance of vital passenger processing and operations.
- Provide a detailed technical specification that supports current hardware and software, providing a framework for data privacy, consumer privacy
- Provide a structured environment for introducing new technologies that support the evolving needs of the airport.
- Open the common use market to new entrants without introducing incremental effort and cost to the carriers.
- Allow airlines to have one application that works as expected on any vendors common use platform.
- Be able to work at any airport, ensuring product and service consistency across the network (in case we need to expand this to Timmerman).
- Be supported and maintained easily, reducing time to market.
- Facilitate an airports transition to common use, from kiosks to boarding controls.
- Flexibility for system upgrades and new versions of software and hardware



## System Specifications

- Open system
  - Allow airlines to utilize their own software without need for multiple systems at the counter
  - Allows airlines to connect to hosts and run their own native applications
  - System for flexible use of ticket gates, boarding gates
- Can be implemented in any size airport and is scalable
- Allowance for Charter Operations with only a reservation system
- Interfaces with baggage sorting, customs, and other governmental bodies

## Technical Specifications

- Off the shelf hardware
- Centralized applications
- Microsoft compatible software
  - Windows 7 or 10 for deskside
  - Virtual server running Microsoft Server 2012 or 2016
  - SQL and other Microsoft software compatible
- No new software development required
- Use of airport network connectivity already in place
- Maintained and supported by local IT staff
- Reporting for both airline per use and leased space
  - The system will produce a standard set of reports allowing staff to manage the various system functions, track activity levels and change in use patters, set rate formulas and identify violators of policies and regulations
  - Support from vendor for additional or ad hoc reports
  - Reports to be delivered in PDF, email, or Excel as appropriate for the content
- The systems will monitor the status of the attached hardware devices
- Security
  - Access attempts will be logged
  - Security shall be based on users/groups/rights

## 2.3 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

## 2.4 DEFINITIONS

The following definitions are used throughout the RFP.

Term	Definition
Agency/Department	Milwaukee County General Mitchell International Airport
Contractor	Any proposer awarded the contract
County	Milwaukee County

## 2.5 PRE – PROPOSAL MEETING

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 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.

## 2.6 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 the Department of Administrative Services - Procurement. 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.

## **2.7 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 Proposer 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.

## **2.8 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.



## **2.9 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.

## **2.10 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.”

## **2.11 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.

## **2.12 MULTIPLE PROPOSALS**

Multiple proposals from a proposer will not be permitted.

## **2.13 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.

## **2.14 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 three (3) 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 this contract 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 RFP process. All proposers are notified that contracts are contingent upon Federal, State, and local appropriations.

Milwaukee County contemplates award of a contract resulting from this RFP that reflects payment for fee for services. Any final contract structure resulting from this RFP may be subject to negotiation and the required approvals by Milwaukee County.

## **2.15 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 this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, Milwaukee County shall be liable only for payment under the payment provisions of this contract 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.

## **2.16 FEE ADJUSTMENT**

The price established by a contract shall remain fixed for the first (1<sup>st</sup>) 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.

## **2.17 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 this contract by lack of appropriations shall be without penalty.

Milwaukee County reserves the right to make payments through a Purchasing Card.

## **2.18 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 C – 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](https://library.municode.com/HTML/12598/level2/MICOCOGEOORVOI_CH111MIWA.html)

## **2.19 EEOC COMPLIANCE**

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

## **2.20 INSURANCE AND INDEMNITY REQUIREMENTS**

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

## **2.21 EMPLOYEES**

The contractor shall utilize as many permanent employees on this contract 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.

## **2.22 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.

## **2.23 SECURITY AND BACKGROUND CHECKS**

Security background checks shall be conducted for all employees prior to starting work.

## **2.24 RESPONSIBLE CONTRACTOR POLICY**

The County of Milwaukee 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.

## **2.25 DISCIPLINE OR DISCHARGE OF EMPLOYEES**

Any contractor's employee whose employment or performance is objectionable to the county shall be immediately transferred from the premises. 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.

## **2.26 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.

## **2.27 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.



## 3 PREPARING AND SUBMITTING A PROPOSAL

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### 3.1 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 assist IMSD Implementation 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.

### 3.2 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.

### 3.3 SUBMITTING A PROPOSAL

Proposers must submit one (1) original and eight (8) 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:

#### 3.3.1 TECHNICAL PROPOSAL CONTENTS

- Cover Sheet for Technical Proposal (Attachment G)
- Responses to Technical Request(s):
- Vendor Information Sheet (Attachment B)
- Insurance and Indemnity Acknowledgement Form (Attachment D)
- Conflict of Interest Stipulation (Attachment E)
- Sworn Statement of Proposer (Attachment F)
- EEOC Compliance (Attachment I)



- Certification Regarding Debarment and Suspension (Attachment J)
- Proprietary Information Disclosure Form (Attachment K)
- Declaration of Commitment to Compliance with Milwaukee County's Minimum Wage Provision (Attachment C)
- Non-Disclosure Agreement (Attachment M)

### 3.3.2 COST PROPOSAL CONTENTS

- Cover Sheet for Pricing Proposal (Attachment H)
- Cost Proposal Submission Form (Attachment A)
- Disadvantaged Business Enterprise Forms (Attachment L)

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 and 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)

#### ***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)

## **4 PROPOSAL AND AWARD PROCESS**

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### **4.1 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.



## 4.2 RESPONSE GUIDELINES

- Each question should be retyped in your proposal 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.

## 4.3 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.

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

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. Milwaukee County also reserves the right to conduct a final consensus scoring session of the evaluation panel.

Following final evaluation, the Committee will make a recommendation to Milwaukee Airport Director 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.



#### **4.4 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.

<b>RFP Evaluation Criteria</b>	
Pricing Proposal	15%
Ability to meet specifications	10%
Project approach and understanding	30%
Qualifications and experience	35%
Schedule	10%

#### **4.5 RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS**

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

#### **4.6 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.

#### **4.7 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 proposers 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.

#### **4.8 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 proposal 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 K – 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 proposal 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.

## **4.9 APPEAL**

This RFP is issued pursuant to Chapter 32 of the Milwaukee County Code of General Ordinances. 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](http://www.municode.com/Library/WI/Milwaukee_County).



## 5 PRICING PROPOSAL

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Provide a cost breakdown, including (without limitation) the cost of any software, installation, training, and annual maintenance/support fees for the first five years of any contract executed pursuant to this RFP. Proposers should provide the total cost of ownership during this period.



## 6 TECHNICAL PROPOSAL

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### **Ability to Meet Specifications**

1. Describe your ability to meet the general specifications set forth on page 3 of this RFP.
2. Describe your ability to meet the system specifications set forth on page 4 of this RFP.
3. Describe your ability to meet the technical specifications set forth on page 4 of this RFP.

### **Project Approach and Understanding**

4. Sub consultants & Contractors: Indicate the names and addresses of any sub consultant, contractors and/or associates proposed to be used in this project. State the capacity they would be used in and the approximate percentage of the total services they would provide.
5. Project Approach: Provide a description of your approach to this project. Discuss the challenges you anticipate and how you proposed to overcome them. Discuss how you plan to staff the project to efficiently complete the work.
6. Understanding of Scope: Provide a narrative description of the organization's understanding of the scope. Include any proposed scope deviations.
7. Components: Provide a description of all major components to be used with the system. Include brand, name, model number, type, etc.
8. Identify best practices, issues and challenges the airport should anticipate in the implementation and indicate how they are resolved using the vendors system.
9. Specify whether the solution is "on premise" or a "hosted/cloud" solution for the application, and any databases. Describe the proposed system architecture and language in which it is written to include installation and deployment options.
10. Describe the fundamental design of the software application to include the database structure, connectivity and the method of data entry/user interface.
11. Describe system administration to include setup and maintenance, reports, administration. Disaster recovery and backup.
12. Describe the training program (including all options available) for IT administration staff and end users.



13. Describe the support and maintenance options available (but do NOT include cost information in this item).

### **Qualifications and Experience**

14. Description of Organization: A description of the organization submitting the proposal. Include the name, size, legal status (corporation, partnership, etc.), professional registration / certifications, major type of activity or areas of work.
15. Description of Organizations Experience: include a list of similar projects. Attach a separate sheet for each project, giving a brief description of each project, the organizations participation, and a client contact reference and phone number.
  - a. The Systems Integrator must have been in the business of selling, designing, installing, and maintaining similar systems at airports or other similar passenger terminal facilities for a minimum of three (3) years. The Systems Integrator shall submit references and other related evidence of this experience for a period of three (3) years prior to this project.
  - b. The Systems Integrator must have a minimum of three (3) sites that are actively using the same or similar systems, and the site must currently be in operation. The Systems Integrator is required to submit information regarding a minimum of three (3) reference sites that meet these requirements. This reference information shall include the contact name, address, telephone number, and date of original installation for the reference site listed. Additionally, for each reference site detail the features that make it a qualified site (e.g., final system acceptance date, number of display devices, etc.).
  - c. Manufacturer Qualifications: Firms regularly engaged in the manufacture of systems, components and accessories as described in this specification, of types, capacities and characteristics required for the intended function. Products must have been in satisfactory use in similar installations for not less than three (3) years.
  - d. Installer Qualifications: Firms with at least three (3) years of successful installation experience with projects of similar size and environments utilizing the brands of systems, equipment and software proposed for this project shall perform the work.
16. Description of Project Team: Provide an organizational structure of the organizations project team, including and sub consultants or contractors to be used for the project. Include the name of the principal in charge of this project along with the name, occupation and title of the Project Manager in charge of the project.

Provide a one-page resume for key individuals involved with the design, construction and implementation of the project. Include their name, title, address, telephone number, and email address. Include duties for the project, professional registrations, and a belief description of related experience including time contribution in this capacity to past projects.



17. Has the vendor ever failed to complete any work awarded in an RFP process in the last 10 years?  
If so please explain the nature, status and outcome of the matter(s).
18. Has the vendor filed any lawsuits or requested mediation or arbitration with regard to its services within the last 5 years?
19. Has the vendor received any legal demand letter from clients in the past 5 years?
20. List 3-5 Key competitive advantages in the market place.

**Schedule**

21. Please lay out your project plan schedule.



## 7 ATTACHMENT A: COST PROPOSAL SUBMISSION FORM

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Provide a cost breakdown, including (without limitation) the cost of any software, installation, training, and annual maintenance/support fees for the first five years of any contract executed pursuant to this RFP. Proposers should provide the total cost of ownership during this period.



## 8 ATTACHMENT B: VENDOR INFORMATION SHEET

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This form must be completed and submitted with the proposal. 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: \_\_\_\_\_



# 9 ATTACHMENT C: DECLARATION OF COMMITMENT TO COMPLIANCE WITH MILWAUKEE COUNTY'S MINIMUM WAGE PROVISION

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: \_\_\_\_\_



# 10 ATTACHMENT D: INSURANCE AND INDEMNITY ACKNOWLEDGEMENT FORM

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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.

<b>Type of Coverage</b>	<b>Minimum Limits</b>
<b>Wisconsin Workers' Compensation</b>	Statutory (Waiver of Subrogation for Workers Comp by Endorsement)
<b>Employer's Liability</b>	\$100,000/\$500,000/\$100,000





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



# 11 ATTACHMENT E: CONFLICT OF INTEREST STIPULATION

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## *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 proposal. 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 \_\_\_\_\_



# 12 ATTACHMENT F: SWORN STATE OF PROPOSER

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## *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 Proposer, \_\_\_\_\_,

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 proposed upon).

I certify that all statements within this proposal are made on behalf of the Proposer identified above.

I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Proposer.

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 \_\_\_\_\_.



# 13 ATTACHMENT G: COVER SHEET FOR TECHNICAL PROPOSAL

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***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



# 14 ATTACHMENT H: COVER SHEET FOR PRICING PROPOSAL

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## *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



# 15 ATTACHMENT I: EEOC COMPLIANCE

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## *Sign and Submit with Technical Proposal*

YEAR 2016 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.

**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: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_



# 16 ATTACHMENT J: CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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## *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: \_\_\_\_\_



# 17 ATTACHMENT K: PROPRIETARY INFORMATION DISCLOSURE FORM

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## *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:

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.

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: \_\_\_\_\_

