



## **Milwaukee County**

Request for Proposals

Acquisition and Development of the former MCTS Fiebrantz Bus Station,  
Milwaukee Wisconsin

RFP # 7388

Issue Date: May 03, 2021

**INFORMATION SUMMARY SHEET**

RFP Title: Acquisition and Development of MCTS Fiebrantz Bus Station,  
Milwaukee, Wisconsin

RFP Issuing Office: Milwaukee County – Department of Administration – Economic  
Development

RFP Issue Date: May 03, 2021

RFP Proposal Receipt Deadline (Rolling): **2:00 PM**, the 1<sup>st</sup> Monday of every quarter (unless that falls on a holiday) beginning **June 7, 2021**. The initial schedule of submission dates shall be as follows:

June 7, 2021	September 6, 2021	December 6, 2021
March 7, 2022	June 6, 2022	September 5, 2022

This schedule will continue until a Notice of Intent to Award is issued.

**RFP Submission Location:**

Milwaukee County Courthouse  
County Clerk’s Office  
Room 105  
901 N. 9<sup>th</sup> Street  
Milwaukee, WI 53233

RFP Contact/Administrator:

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Proposal can be found on Milwaukee County’s website:

<https://county.milwaukee.gov/EN/Administrative-Services/Economic-Development>

## Table of Contents

SECTION	PAGE
SECTION 1 - PURPOSE AND BACKGROUND.....	5
1.1 PURPOSE.....	5
1.2 BACKGROUND.....	5
SECTION 2 - CONDITIONS OF RFP.....	6
2.1 ZONING.....	6
2.2 POTENTIAL USE.....	6
2.3 UTILITIES.....	6
2.4 ENVIRONMENTAL CONDITIONS.....	6
2.5 SUBSOIL CONDITIONS.....	6
2.6 STORMWATER MANAGEMENT PLAN.....	7
2.7 Conveyance Conditions.....	7
2.8 Performance Deposit.....	7
2.9 TARGETED BUSINESS ENTERPRISE (TBE) PARTICIPATION.....	7
2.10 Workforce Goals and Reporting.....	10
2.11 Development Agreement.....	10
2.12 Grant of Option.....	10
2.13 Property Closing.....	11
SECTION 3 – Process and CONTENT OF PROPOSAL.....	12
3.1 PRE-PROPOSAL CONFERENCE.....	12
3.2 PROPOSAL QUESTIONS.....	12
3.3 PROPOSER NOTIFICATION REQUIREMENT AND AMENDMENT ACKNOWLEDGEMENT.....	12
3.4 PROPOSAL SUBMISSION.....	13
3.4.1 Title Page and Transmittal.....	13
3.4.2 Purchase Price.....	14
3.4.3 Qualifications.....	14
3.4.4 Project Description.....	14
A.Narrative.....	14
B.Plans	14
C.Project Schedule.....	14
3.4.5 Financial Feasibility.....	15
3.4.6 Zoning Readiness.....	15
3.4.7 Green Design.....	15
3.4.8 Workforce: Residential Hiring Goal and Plan.....	15
3.4.9 Workforce: Apprenticeship and Training Opportunities Goal and Plan.....	16
3.4.10 Projected Tax Base.....	16
3.4.11 Projected Jobs Created.....	16
3.5 DRAFT OF DEVELOPMENT AGREEMENT AND OPTION.....	16
Milwaukee County intends to incorporate the response to this RFP as an attachment to any resulting Development Agreement.....	16
<b>SECTION 4 - CRITERIA FOR EVALUATION.....</b>	<b>17</b>

4.1	EVALUATION PROCESS .....	17
4.2	EVALUATION CRITERIA .....	17
4.3	DETERMINATION .....	19
4.4	AWARD PROCESS .....	20
SECTION 5 - PROPOSAL TERMS AND CONDITIONS .....		20
5.1	FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY .....	20
5.2	NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS .....	20
5.3	COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS.....	21
5.4	ERRORS, OMISSIONS, MINOR IRREGULARITIES AND RETAINED RIGHTS .	21
5.5	DISCLOSURE OF RFP INFORMATION.....	22
5.6	PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION AND WITHDRAWAL.....	22
5.7	INCURRED EXPENSES .....	23
5.8	PROTEST AND APPEALS PROCEDURES .....	23
5.9	CODE OF ETHICS.....	23
5.10	FEDERAL REGULATIONS.....	24

**ATTACHMENTS**

- Attachment A – Conflict of Interest Stipulation (Sign and Submit with Proposal)
- Attachment B – Sworn Statement of Bidder (Sign and Submit with Proposal)
- Attachment C – Cover Sheet for Proposal (Sign and Submit with Proposal)
- Attachment D – Certification Regarding Debarment and Suspension (Sign and Submit with Proposal)
- Attachment E – Proprietary Information Disclosure Form (Sign and Submit with Proposal)
- Attachment F – Purchase Price Offer Form (Sign and Submit with Proposal in separate sealed envelope)
- Attachment G – Property Description and Map
- Attachment H – Topographical Maps
- Attachment I – Storm Water Prevention Pollution Plan
- Attachment J – Model Development Agreement
- Attachment K – Model Option to Purchase

## **SECTION 1 - PURPOSE AND BACKGROUND**

### **1.1 PURPOSE**

The purpose of this Request for Proposal (RFP) is to provide interested parties with sufficient information to enable them to prepare and submit a proposal to redevelop the former MCTS Fiebrantz Bus Station (See **Attachment G**).

The intent of the RFP process is to select a developer who will purchase and redevelop Fiebrantz' main parcel is rectangular shaped with relatively level topography which is at grade with surrounding streets. The primary building improvements are located on the center of the site with paving for loading and access located to the north, west, and south. The bus service building is situated along the far western elevation of the site. An employee parking area is located along the southeastern elevation along the finished office areas. This subject site is equipped with approximately 23 striped surface parking spaces on the southeastern elevation. The primary subject site also contains approximately 371 feet of frontage along West Fiebrantz Avenue to the south with three points of access. It also contains 176 feet of frontage along North 19<sup>th</sup> Street with one point of access. The site has a depth of approximately 471 feet.

The secondary parcel is rectangular in shape with relatively level topography. This site contains approximately 140 feet of frontage along West Fiebrantz Avenue to the north with one point of gated access and approximately 80 feet of frontage along North 19<sup>th</sup> Place to the east. An approximate topographical map is attached for both parcels as **Attachment H**.

The successful buyer and developer ("Successful Proposer") will be required to enter into an Option to Purchase, a Development Agreement, and other commitments specified in Sections 2.12 and 2.13 below.

### **1.2 BACKGROUND**

The property is located in the City of Milwaukee, Milwaukee County.

Fiebrantz was historically utilized by MCTS as a bus terminal, service garage, and dispatch center for the public transit system. Its main building is a one-to-three story former service garage and bus terminal facility containing approximately 90,842 square feet of gross building area of which 8,363 square feet is finished three-story office space. The bus service building is approximately 4,496 square feet. The building is situated on one tax parcel containing 3.802 acres or 165,609 square feet of land.

The secondary parcel was historically utilized by MCTS as an overflow employee parking lot. The parcel contains a total of 0.253 acres or 11,035 square feet.

## **SECTION 2 - CONDITIONS OF RFP**

### **2.1 ZONING**

The primary parcel is zoned industrial, the secondary parcel, two-family residential. Use of the property must be coordinated and permitted by the City of Milwaukee.

### **2.2 POTENTIAL USE**

The land use provisions and building and site requirements should align with any City of Milwaukee planning provisions for the area. Proposers may submit redevelopment proposals that contemplate new uses of the property, including demolition of the existing buildings and/or construction of new structure(s), or may submit proposals to operate the property as-is with little or no modification to the existing building.

### **2.3 UTILITIES**

Utilities available to the site include water, storm and sanitary sewer, electricity, and natural gas. It is the responsibility of the Proposer to verify with the City of Milwaukee the location and capacity of the utilities necessary to serve the proposed development. The existence and/or suitability of laterals are the responsibility and obligation of the Proposer. Deferred assessments and/or charges/fees on the property, if any, shall be the financial obligation of the Proposer.

### **2.4 ENVIRONMENTAL CONDITIONS**

Environmental condition is unknown. Milwaukee County makes no representations or warranties about the environmental condition.

### **2.5 SUBSOIL CONDITIONS**

The subject was in part a service facility for cleaning and maintaining busses. The subject's garage has three underground storage tanks (USTs) located outdoors adjacent to the southeast portion of the maintenance garage. The tanks include one 550-gallon waste oil tank, one 550-gallon engine oil tank, and one 550-gallon torque oil tank.

There are three additional USTs and an oil/water separator located just south of the bus wash garage. The USTs in this area include one 550-gallon engine oil tank, two 10,000-gallon diesel USTs, and one 2,000-gallon oil/water separator. The Proposer is responsible for and must make adequate allowance for all excavation and disposal costs for the proposed project. Milwaukee County has no information regarding the bearing capacity of the soil and the Proposer accepts the Property in "AS-IS" condition, including without limitation, environmental and subsoil conditions.

## **2.6 STORMWATER MANAGEMENT PLAN**

Should the proposed project exceed one acre or add one-half acre of new impervious surfaces, the Proposer will be required to submit to the City of Milwaukee a stormwater management plan prepared by a registered engineer, in conformance with Chapter 120, City of Milwaukee Code of Ordinances prior to the commencement of work. Go to: [Storm Water Management Program \(milwaukee.gov\)](http://milwaukee.gov)

A Storm Water Pollution Prevention Plan (SWPPP) prepared December 2009 is included as **Attachment I**.

## **2.7 CONVEYANCE CONDITIONS**

Conveyance of the Property shall be “AS-IS, WHERE-IS”, without warranty of any kind, including without limitation as to soil, subsoil and environmental conditions. Successful Proposer shall be responsible for all property development costs, including, but not limited to, extension of water and sewer laterals to the property line, vacation charges or fees, if any, deferred assessments, if any, and the replacement of sidewalks and curb cuts.

In the event of default or breach by the Successful Proposer with respect to the construction of the improvements referred to in the development agreement, Milwaukee County shall have the right to cure and remedy such default or breach by compelling the reconveyance of the property to Milwaukee County, without charge, free and clear of all liens and encumbrances.

## **2.8 PERFORMANCE DEPOSIT**

The Successful Proposer shall submit to Milwaukee County, at or prior to closing, a Performance Deposit (“Deposit”) in the amount of \$50,000.00. The Deposit shall serve as security for the satisfactory performance of the project obligations and commitments made in response to this Request for Proposals, the terms of the development agreement entered into by the Proposer and as a guarantee for the completion of the development project approved by the City of Milwaukee. No interest will be paid on the Deposit.

## **2.9 TARGETED BUSINESS ENTERPRISE (TBE) PARTICIPATION**

Contractor shall comply with Chapter 42 of the Milwaukee County Ordinances. Contractor shall prepare and submit TBE-14 commitment form for each TBE company and report TBE utilization to the Community Business Development Partners (CBDP) Office via B2G Now online payment program. B2G Now is a Milwaukee County online system available to both Prime and Sub contractors at no charge. B2G Now training is available through CBDP. Failure to submit the TBE-14 form and submit payment information as prescribed herein, will result in disqualification of proposal, delay in payments, or other sanctions deemed appropriate by the County.

**The total project contract amount is an estimate. In some situations the TBE sub-contract amount might NOT be based on the total project contract amount. The goal percentage is based on the eligible scope of services that TBE participation can reasonably be obtained; which might not be based on the total project contract amount. The commitment percentage is the key indicator of TBE participation. The Pass/Fail determination is based on the percentage stated in the RFP/BID. If the Prime is using one or multiple TBE companies the sum of the percentages MUST satisfy the minimum percentage stated in the RFP/BID.**

When evaluating the performance of this contract, Milwaukee County reserves the right to conduct compliance reviews and request, both from the prime Contractor and TBE sub-consultant(s), documentation that would indicate level of compliance. If the Contractor is not in compliance with the specifications, the County will notify the Contractor in writing of the corrective action that will bring the Contractor into compliance. If the Contractor fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:

- a. Terminate or cancel the contract, in whole or in part.
- b. Remove the Contractor from the list of qualified consultant/service providers and refuse to accept future proposals for a period not to exceed three years.
- c. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the TBE goal, where the failure to meet the goal is the result of a finding by the CBDP of consultant/service provider's bad faith.
- d. If the Contractor has completed its contract, and the goal was not met due to an absence of good faith on the part of the consultant/service provider, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the TBE goal. The County may in such case retain any unpaid contract amounts and retainage otherwise due the consultant/service provider, up to the amount of the unmet goal. If insufficient funds remain in the contract account to compensate the County up to that amount, Milwaukee County may bring suit to recover damages up to the amount of the unmet goal.

**Definition of a TBE business:** A TBE business is a for profit entity as a DBE, Minority, Women or Small business; must be certified or registered with the following:

DBE certified by the WisUCP  
MBE certified as a Minority Owned Business with the State of Wisconsin DOA  
WBE certified as a Women Owned Business with the State of Wisconsin DOA  
SBE registered (By Federal Size Standards, NAICS and registered in SAM)

## **II. TBE PARTICIPATION GOAL**

- A. The approved TBE participation percentage for this contract is: 25 %. TBE participation requirement relative to contract award shall be based upon the approved Milwaukee County Commitment to Subcontract to TBE Firms (TBE-14 form). Contractors receiving additional work on the contract in the form of change orders, addendum, etc. shall be expected to increase TBE participation proportionally, when applicable.
- B. For a list of certified TBEs, access directory below or call the Certification Section at (414) 278-4747. If you need additional assistance in the identification of TBEs, contact the Community Business Development Partners (CBDP) Office at (414) 278-5210 or [cbdp@milwaukeecountywi.gov](mailto:cbdp@milwaukeecountywi.gov)

DBE certified directory

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

Minority or Women certified directory

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

[SBA SAM Registry https://www.sam.gov/portal/SAM/#1#1#1](https://www.sam.gov/portal/SAM/#1#1#1)

- C. A prime Contractor shall count towards the TBE requirement and be credited with one hundred percent (100%) of expenditures to TBE firms, if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed certified TBE firm. The Director of the CBDP Office through the application of 49 CFR § 26.55(c) will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
- D. Listing a TBE on the Commitment to Subcontract to TBE Firms form or Plan shall constitute a written representation and commitment that the prime Contractor has communicated and negotiated directly with the TBE firms(s) listed, and that it will use the listed firm(s). If awarded the contract, the prime contractor will enter into a subcontract agreement with the TBE firm(s) listed on the Commitment to Subcontract to TBE Firms form for the work and percentage set forth thereon. The percentage and subcontractor's amount is based on the final negotiated project contract value; as described in paragraph 2.
- E. TBE Utilization using B2G Now Online Payment System. The Prime Contractor must submit payment to TBE contractors on the Milwaukee County's online payment system; B2G Now. Payment must be submitted even if no TBE activity took place during the period being reported. The County Project Manager will reject payment applications that are not in compliance with this section.

## **2.10 WORKFORCE GOALS AND REPORTING**

It is the policy of Milwaukee County to ensure that its local workforce has an equal opportunity to participate in Milwaukee County contracting opportunities, and to ensure that apprenticeship and training opportunities are available to enhance the quality of the local workforce.

If the Successful Proposer desires to be eligible for points for a Residential Hiring Goal and an Apprenticeship/Job Training Goal, pursuant to Sections 3.4.9 and 3.4.10, then the Successful Proposer's project must be tracked to ensure compliance with Successful Proposer's stated goals as provided in Sections 3.4.9 and 3.4.10 below. Successful Proposer must provide, on a monthly basis, copies of the General Contractor's weekly payroll reports to show compliance with these goals, which are subject to auditing by Milwaukee County Comptroller's Office Division of Audit Services. Such payroll reports must contain addresses for purposes of tracking residency and information related to the employees' status with regards to being an apprentice or having been enrolled in a job training program. Employee affidavits and proof of residency will also be required. If claiming points in Section 3.4.9 or 3.4.10 below, a liquidated damages provision for noncompliance will be negotiated between the Successful Proposer and Milwaukee County prior to closing. The Successful Proposer will be required to utilize LCPTracker to submit these reports.

Prior to closing, Proposer will enter an agreement with Milwaukee County, similar to the template attached in **Attachment J**, to ensure compliance with its provision of the community benefits set forth in this RFP.

## **2.11 DEVELOPMENT AGREEMENT**

Successful Proposer will be required to enter into a Development Agreement (see **Attachment J**), as part of the Successful Proposer closing. The Development Agreement will include, but not be limited to, the project make-up, the commitments, obligations and a guarantee by the Successful Proposer, the schedule of the development project, the project design approved by the County, as well as the TBE Participation and Workforce Hiring (Residential and Apprenticeship/Job Training) requirements. The attached Development Agreement is a model and will be negotiated with the selected proposer to reflect the actual proposal. Modifications may be made as part of the negotiations between Successful Proposer and County prior to closing, which may include without limitation, modifications to reporting mechanisms.

## **2.12 GRANT OF OPTION**

The requirements of this section 2.13 are in addition to the Performance Deposit required in section 2.9 above.

Upon approval of a Successful Proposer by the County Executive, the Successful Proposer will be granted a non-assignable twelve (12) month option to purchase (sample attached as **Attachment K**). The option period shall be used by the Proposer to satisfy or obtain any or all purchase and development requirements, tenant/financing commitments, approvals or

licenses/permits from the City of Milwaukee and/or other regulatory agencies. Successful Proposer shall exercise the option on or before the expiration of the twelve-month option period and close the purchase within thirty (30) days thereafter. The Successful Proposer shall pay a \$50,000 option fee in the form of a certified cashier's check or money order for the twelve-month option period. The \$50,000 option fee shall be credited against the purchase price at closing, but is nonrefundable if the sale does not close.

**In the event the Successful Proposer does not exercise the option and finalize the purchase of the Property, 100% of all option fees paid (including those fees that increased the purchase price) will not be refunded.**

## **2.13 PROPERTY CLOSING**

Closing the sale is contingent on the completion of the following items to the satisfaction of Milwaukee County:

- Approval of the project design by the City of Milwaukee (with City permit to commence construction, if available). Final design shall be substantially consistent with the proposal approved by the County Executive, Comptroller and/or an individual from the Intergovernmental Cooperation Council (ICC).
- Project financing satisfactory to Milwaukee County.
- Executed Development Agreement, including TBE Participation and Workforce Goals.

## **SECTION 3 – PROCESS AND CONTENT OF PROPOSAL**

### **3.1 PRE-PROPOSAL CONFERENCE**

There may be an open-house style Pre-Proposal Conference. Extensive information on the property and the process and any potential Pre-Proposal Conference can be found at: <http://county.milwaukee.gov/realestate>.

### **3.2 PROPOSAL QUESTIONS**

This RFP is issued by the Milwaukee County Department of Administrative Services – Economic Development Department. Proposers may submit questions and requests for clarification regarding this RFP. All questions regarding this RFP shall be made in writing, citing the RFP title, RFP number, page, section, and paragraph, and shall be submitted via e-mail to the RFP Contact/Administrator as provided in Information Summary Sheet.

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

Responses to all questions and inquiries received by Milwaukee County will be posted on Milwaukee County's Economic Development website. It is the responsibility of Proposers to check this website for any and all information such as answers or addenda related to the RFP.

The RFP Contact/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.

### **3.3 PROPOSER NOTIFICATION REQUIREMENT AND AMENDMENT ACKNOWLEDGEMENT**

Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, it 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 proposers to check the website for any

amendments prior to the RFP submission date. All amendments must be acknowledged on the Sworn Statement of Bidder form. Failure to do so may result in the response being rejected.

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.

### **3.4 PROPOSAL SUBMISSION**

This is a rolling RFP, designed to seek proposals for the acquisition and redevelopment of a commercial/industrial property in Milwaukee on a continuous basis until the Property is under option. Every 1<sup>st</sup> Monday of quarter at 2:00 p.m., beginning June 7, 2021, will be the deadline for consideration in that RFP review period. Proposals submitted after 2:00 p.m. on a deadline day will be held over, unopened, until the next submission date, without exception.

Proposers must submit one (1) original paper copy with signatures, and seven (7) copies of the RFP response in sealed envelopes. The Proposer must also include a PDF copy of the proposal on a CD or DVD.

Each hard copy should be double-sided and bound, with the exception of the original, which should be double-sided but not bound. The copies should be bound by staple, binder clip or in a three-ring binder. Spiral, wire or comb bound copies are not acceptable.

Responses should be identified in the lower left corner as follows:

Response To: Acquisition and Development of the former  
Fiebrantz Bus Station, Milwaukee Wisconsin  
RFP #: 7388  
DEADLINE DATE: (See schedule included on the Information Summary Sheet  
for appropriate date)

*Please note that if hand delivering proposals allow adequate time for travel, parking, and security screening.*

The proposal shall specifically provide the following:

#### **3.4.1 TITLE PAGE AND TRANSMITTAL**

Request 1: Proposers shall provide a title page listing the RFP number and subject, name of the company and date.

Request 2: A signed letter of transmittal shall accompany the proposal that provides an understanding of the agreement to be made with the County and the name, title and contact information for the individual(s) who are authorized to make representations and enter into any agreement on behalf of the proposer.

Request 3: Signed Attachments A-E.

### **3.4.2 PURCHASE PRICE**

Request 4: Proposers shall complete and submit Attachment F in a separate sealed envelope.

### **3.4.3 QUALIFICATIONS**

Request 5: For each member of the Proposer's development team, the Proposer shall provide a narrative that identifies the name and entity type of each member of the development team (i.e. LLC, LLP, etc.), and the managing member or partner of each. Provide a summary of the expertise, background and experience each development team member possesses to complete the proposed development. Describe any comparable development projects completed by the individuals and/or development team.

### **3.4.4 PROJECT DESCRIPTION**

#### **A. NARRATIVE**

Request 6: Proposers shall provide a project narrative indicating the type and/or mix of the development being proposed. If housing is included as a part of the proposed project please indicate what percentage of units, if any, are designated for families that are at income levels of 80% or below the County Median Income. Including any housing, or any affordable housing, is not a requirement of the RFP.

#### **B. PLANS**

Request 7: Proposers shall provide a narrative of the architectural and site plans. The narrative should address the aesthetic design quality of the project and architectural interest/compatibility of the proposed development, including the type and quality of building materials, the extent of landscaping and the extent to which the proposed development enhances the surrounding neighborhood. If available, proposers may also include (a) site plan(s) depicting building areas, open/green spaces, parking, loading, pedestrian and vehicular circulation, site ingress/egress, site landscaping and streetscaping, (b) floor plans, and (c) elevations.

#### **C. PROJECT SCHEDULE**

Request 8: Proposers shall provide an estimated schedule of the proposed development, including but not limited to, the excavation commencement and completion dates and the completion date of the entire project. If the project is going to be phased, a schedule for the phasing should also be included.

### **3.4.5 FINANCIAL FEASIBILITY**

Request 9: Proposers shall provide a narrative of the financial feasibility of the project and supporting documentation, if applicable. Supporting documentation may include letters of interest from lenders or investors on the current project, letters of reference from lenders or investors on previous projects, and a market study if available. At a minimum the submittal should include (a) sources and uses statement (i.e. financing sources and development costs), and (b) operating proforma with debt service coverage, if applicable. If a financial gap is included as part of the sources, then an explanation of what gap sources will be sought out and the status of each is suggested (i.e. not yet applied, awaiting approval, awarded).

### **3.4.6 ZONING READINESS**

Request 10: Proposers shall provide a narrative indicating the compatibility of the proposed use with the adjacent land uses and compliance with the City of Milwaukee Redevelopment Plan, the associated Development Code, and the City of Milwaukee Zoning Ordinance. Specifically, please address whether a zoning amendment is required and if so indicate whether there is municipal support for such amendment. (e.g. a letter from municipality or local elected representatives in support of the project).

### **3.4.7 GREEN DESIGN**

Request 11: Proposers shall provide a narrative indicating what green design elements are included in the project. Specifically identify what, if any, energy efficiency and storm water management design elements are included, and whether space has been reserved to promote transportation alternatives like BikeShare kiosks, Milwaukee County Transit System (MCTS) bus stops, or a Milwaukee Streetcar boarding area. Please indicate if the project is being designed for a LEED or other green certification.

### **3.4.8 WORKFORCE: RESIDENTIAL HIRING GOAL AND PLAN**

Request 12: Proposer shall provide a narrative of its residential hiring goal for Milwaukee County residents and strategy for implementation, if any. The narrative should specifically address the percentage goal (in terms of total worker hours) and how that goal will be monitored, reported and achieved. A third party contractor to complete the monitoring is not a requirement. Please also provide a description of your ability to meet residential hiring goals or similar goals on previous projects.

### **3.4.9 WORKFORCE: APPRENTICESHIP AND TRAINING OPPORTUNITIES GOAL AND PLAN**

Request 13: Proposer shall provide a narrative of its apprenticeship and training goal and strategy for implementation, if any. The narrative should specifically address the percentage goal (in terms of total worker hours) and how that goal will be monitored, reported and achieved. A third party contractor to complete the monitoring is not a requirement. Please also provide a description of your ability to meet apprenticeship and training goals or similar goals on previous projects.

### **3.4.10 PROJECTED TAX BASE**

Request 14: Proposers shall provide a projection of the assessed value created by the proposed project for property tax purposes. The projection shall include a narrative of why the projection is reasonable.

### **3.4.11 PROJECTED JOBS CREATED**

Request 15: Proposers shall provide a projection of the number of expected construction jobs and permanent jobs, whether they are full or part-time jobs and the respective wages and benefits of each. The projection shall include a narrative of why the projection is reasonable.

## **3.5 DRAFT OF DEVELOPMENT AGREEMENT AND OPTION**

Request 16: Enclosed is a draft of the proposed Development Agreement (see **Attachment J**) and Option (see **Attachment K**). All proposers shall review the draft agreements and confirm in the proposals their ability to comply with all material requirements. Any material exceptions shall be provided in writing noting the section of the agreement and the specific exception being taken. Any material exceptions to the draft agreements identified by any proposer are not part of the evaluation process, as any resulting agreement is subject to negotiation with the successful proposer. In the absence of any such material exceptions noted by proposer, Milwaukee County expects the winning proposer to execute a contract in substantially the same form as the attached draft contract.

Milwaukee County intends to incorporate the response to this RFP as an attachment to any resulting Development Agreement.

## SECTION 4 - CRITERIA FOR EVALUATION

### 4.1 EVALUATION PROCESS

Proposals that do not comply with submittal instructions established in this document or do not include the required information may be rejected as insufficient or non-responsive. Milwaukee County reserves the right to waive a requirement when it is in its best interests to do so. The Proposer must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP.

A Committee will be established by the Economic Development Director of Milwaukee County to evaluate all responsive proposals and to make a recommendation on each of the proposals.

Oral presentations may be requested by the Economic Development Director of Milwaukee County. If oral presentations are requested, bidders will be notified at least one week in advance of when the presentations are to take place and what information should be provided. Typically, the presentations will occur 2-3 weeks after a round of proposals has been submitted. However, Milwaukee County reserves the right to modify this timeline as necessary.

Milwaukee County may request Best and Final Offers from any or all respondents. Best and Final Offers are a supplement to the original offer, though Milwaukee County reserves the right to make an offer based on the original submitted proposal.

The award of the contract, if made, shall be with a proposer 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 Executive.

### 4.2 EVALUATION CRITERIA

The Committee shall conduct its evaluation of the merit of the proposals submitted. The process involves applying the evaluation criteria to assess the buyer/developer.

The criteria that will be used by the Committee for the evaluation of the proposals for this RFP are listed below.

Purchase Price 0 – 50 points

*All proposals will receive a score relative to the best purchase price offered by all other responders.*

Qualifications and Experience 0 – 50 points

*All proposals will receive a score, as determined by the Committee, relative to the qualifications and experience of other responders. Criteria to be considered include, but are not limited to, experience in developing, financing or managing a project of similar scale.*

Project Description & Design 0 – 50 points

*All proposals will receive a score, as determined by the Committee, relative to the description and design of other responders. Criteria to be considered include, but are not limited to, the quality of materials proposed and aesthetic design, and whether the design is consistent with the community standards.*

Financial Feasibility 0 – 50 points

*All proposals will receive a score, as determined by the Committee, relative to the financial feasibility of other responders. Criteria to be considered include, but are not limited to, the responders experience in obtaining similar financing/investment, any existing financing commitments, the amount of any financing gap, the reasonableness of financing assumptions (i.e. loan and investment terms), and the reasonableness of market demand, construction and operating assumptions.*

Zoning Readiness 0 – 25 points

*All proposals will receive a score, as determined by the Committee, relative to the zoning readiness of other responders. Criteria to be considered include, but are not limited to, whether the proposal meets existing zoning standards, or whether any expected zoning change has municipal support.*

Green Design 0 – 25 points

*All proposals will receive a score, as determined by the Committee, relative to the green design of other responders. Criteria to be considered include, but are not limited to, the responder's experience in implementing green design in previous projects, whether alternative transportation elements have been included, and the proposals treatment of energy efficiency, storm water and other expected LEED certifications, if any.*

Workforce: Residential Hiring Goal & Plan 0 – 25 points

*All proposals will receive a score, as determined by the Committee, relative to the Residential Hiring Goal & Plan of other responders. Criteria to be considered include, but are not limited to, the responders experience in implementing residential hiring or similar goals in the past, the goal of residential hiring for the project, and the comprehensive nature of the residential hiring plan.*

Workforce: Apprenticeship and Training Goal & Plan 0 – 25 points

*All proposals will receive a score, as determined by the Committee, relative to the Apprenticeship & Training Goal and Plan of other responders. Criteria to be considered include, but are not limited to, the responders experience in implementing apprenticeship and job training goals or similar goals in the past, the goal of apprenticeship and job training for the project, and the comprehensive nature of the apprenticeship and job training plan.*

Projected Tax Base 0 – 25 points

*Any tax exempt proposal will receive zero points. All other proposals will receive a score, as determined by the Committee, relative to the projected tax base by other responders. Criteria to be considered include, but are not limited to, the amount of tax base created and the clarity and reasonableness of the projection.*

Projected Jobs Created 0 – 25 points

*All proposals will receive a score, as determined by the Committee, relative to the projected number of jobs created by other responders. Criteria to be considered include, but are not limited to, the amount of jobs projected (both temporary construction and permanent), the clarity and reasonableness of the projection, percentage of full time vs. part time jobs, and the associated wages and benefits of each.*

Total Points Available 350 points

Milwaukee County reserves the right to select a proposer for contract award based upon the proposer’s proposal without further discussion.

Should, however, Milwaukee County find that further discussion would benefit Milwaukee County, Milwaukee County reserves the right to conduct discussions and will notify responsible proposer(s). When in the best interest of Milwaukee County, Milwaukee County may permit qualified proposer(s) to revise their proposals by submitting “Best and Final” offers.

### **4.3 DETERMINATION**

Following evaluation, the Committee will make a recommendation to the Economic Development Director of Milwaukee County of the proposer(s) 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 highest. If the Committee believes none of the proposals are in the best interests of the County, it shall recommend that no selection be made.

#### **4.4 AWARD PROCESS**

If a Successful Proposer or Proposers are identified, an Intent to Award will be issued and all proposers will be notified. Milwaukee County reserves the right to negotiate with the Successful Proposer(s), at its option, regarding the terms of a contract and other issues to be incorporated into the contract (“Negotiated Award”).

In the event that a Negotiated Award cannot be made with the initial Successful Proposer, Milwaukee County reserves the right to proceed with contract negotiations with any other responder to the initial request for proposal (“Secondary Negotiated Award”).

In the event that within 30 days after the close of the RFP, Milwaukee County is not able to make a Negotiated Award or a Secondary Negotiated Award, then Milwaukee County may proceed with contract negotiations with any party, regardless of whether such party responded to the initial RFP (“Open RFP Award”).

Prior to agreement issuance of a Negotiated Award or a Secondary Negotiated Award, the Director of Economic Development shall make a recommendation of award of the agreement to the County Executive subject to his approval. An agreement will only be executed following final approval by the County Executive of the recommendation to award the contract.

### **SECTION 5 - PROPOSAL TERMS AND CONDITIONS**

#### **5.1 FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY**

Successful Proposer shall maintain their availability to close this transaction for a period of six (6) months after submitting its proposal. Successful Proposer is expected to perform planning and implementation activities prior to closing. Milwaukee County will not reimburse for these costs.

#### **5.2 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.

### **5.3 COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS**

Successful Proposer will be required to enter into an agreement with Milwaukee County that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances.

Successful Proposer will at all times be in compliance with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances as they relate to its execution and performance of the agreement.

### **5.4 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.

## **5.5 DISCLOSURE OF RFP INFORMATION**

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 proposer'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 RFP 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 E – 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.

## **5.6 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 successful proposer 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 an offeror's proposal and/or to determine an offeror'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 bidder's qualifications, experience, ability or financial standing,

and any material or information submitted by the bidder in response to the county's request for clarifying information in the course of evaluation and/or selection under the 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 in the Proposal Receipt Deadline, proposals may be withdrawn by the proposer's authorized representative via e-mail to the RFP Contact/Administrator. Modification of submitted proposals via e-mail to the RFP Contact/Administrator is not permitted, but a proposer may resubmit a proposal that has been withdrawn, so long as the new submittal is received prior to the Proposal Receipt Deadline. After the proposal deadline, proposals may not be modified or withdrawn without the consent of Milwaukee County.

## **5.7 INCURRED EXPENSES**

Milwaukee County shall not be responsible for any cost or expense incurred by the Proposers preparing and submitting a proposal nor any 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 the County Executive approval of a contract award.

## **5.8 PROTEST AND APPEALS PROCEDURES**

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 110, (Available at [https://library.municode.com/wi/milwaukee\\_county](https://library.municode.com/wi/milwaukee_county)).

## **5.9 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)(1):

*"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)(1) shall be included in all Requests for Proposals and bid documents.”

## **5.10 FEDERAL REGULATIONS**

The successful Proposer shall be required, and hereby agrees, to comply with all applicable Federal laws and regulations.