



**Milwaukee Mitchell International Airport ("MKE")
Request for Proposal Number RFP-2023-035**

Airport Financial Consulting Services

Issued: September 14, 2023

Response Due Date: October 14, 2023

<https://county.milwaukee.gov/EN/Admin-Services/Bids-and-RFPs>



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1 RFP SUMMARY SHEET

Request for Proposal Title:	Airport Financial Consulting Services
Request for Proposal Number:	RFP-2023-035
RFP Issuing Office:	Procurement Division <i>on behalf of</i> Milwaukee Mitchell International Airport ("MKE")
RFP Issue Date:	September 14, 2023
Date of Optional Pre-Proposal Conference:	September 25, 2023, 10:00AM CDT Virtual Meeting via Microsoft Teams Click here to join the meeting
Deadline for Receipt of Questions:	October 4, 2023, 4:00 PM CDT
RFP Proposal Receipt Deadline:	October 13, 2023, 4:00 PM CDT
Service Starting Date (Projected):	January 1, 2024
Bonfire Portal:	https://countymilwaukee.bonfirehub.com/opportunities/106405
Bonfire Technical Support:	https://bonfirehub.zendesk.com/hc or support@gobonfire.com
RFP Administrator:	Sara Torres Sara.Torres@MilwaukeeCountyWI.gov

2 INTRODUCTION

Milwaukee County (“County”) invites responses to this Request for Proposal (“RFP”) from qualified, experienced firms that can provide airport financial consulting services to Milwaukee Mitchell International Airport (“MKE”) and Lawrence J. Timmerman Airport (“MWC”), (collectively referred to as the “Airport System”). Milwaukee County intends to award a five-year contract with up to two (2) optional one-year renewals to the winning Respondent under this solicitation.

Respondents should use this written document, its attachments, and any addenda as the sole basis for their Proposal response. Respondents must meet the qualifications described in [Section 2.1 Minimum Qualifications](#) and must be fully capable of providing the services described in [Section 3: Scope of Work](#). The County will evaluate Proposals based on the criteria stated in [Section 4: Evaluation Criteria](#).

2.1 MINIMUM QUALIFICATIONS

To qualify for this opportunity, Respondents must:

- a. Demonstrate at least ten (10) years’ continuous experience in providing airport financial management consulting services. Qualifying Respondent must have provided such services to at least three airports of comparable size and complexity to the County’s Airport System. This is taken to mean medium hub or large hub commercial service airports.
- b. Demonstrate the resources and capacity to provide timely and expert level airport financial consulting services.
- c. Agree, if awarded, to enter a Contract with the County and comply with all terms and conditions required by state or local law, regulation, or ordinance; and agree that any subcontractors used to provide services will be contracted directly with the Respondent and that Respondent will be wholly responsible for the subcontracted vendor in performance of responsibilities under any awarded Contract.

The County considers any of the following to constitute non-Responsibility or non-Responsiveness:

- a. Submission of incomplete or Alternative Proposals.
- b. Submission of any Proposal that requires the County to contract directly with a third party other than the Respondent.
- c. Documented adverse history with County contracts, including poor performance, termination, default, breach or litigation.
- d. Disqualification or disbarment from participating in competitive solicitation by any other state, local, or federal government entity.
- e. Failure to demonstrate the required experience.
- f. Failure to provide any requested evidence of financial solvency.

2.2 PROCESS

[Section 7: RFP Process](#) contains a detailed overview of the RFP process and important guidelines that all Respondents should review.

Activities related to this RFP will be managed via a portal on the Bonfire platform (“Bonfire”) at the link provided on the [RFP Summary Sheet](#). The County will post all documents and communications about the RFP on Bonfire. As further described in [Section 7](#), Respondents should use Bonfire to monitor communications about the RFP and to submit any clarifying questions to the County. Respondents are required to submit all Proposal materials via Bonfire.

2.3 PROPOSAL DOCUMENTS

Respondent’s Proposal will consist of a Technical Proposal that addresses the questions in [Section 5: Technical Proposal Content](#) and a Price Proposal that address the questions in [Section 6: Price Proposal Content](#).

In addition to above, the following forms are required to be submitted as part of the Proposal response and are available on the Bonfire Portal:

- Preliminary Evaluation Questionnaire (Bonfire Template Q-13VZ).
- Proprietary Information Disclosure Form - **Redacted Proposal is required if proprietary information is identified on the Proprietary Information Disclosure Form.**
- EEOC Compliance Form.
- Targeted Business Enterprise Forms.
- Sworn Statement of Respondent.
- Vendor Information Sheet
- Conflict of Interest Stipulation
- Certification Regarding Debarment and Suspension

More detail about required documents can be found in [Section 7.8: Submitting a Proposal](#).

2.4 INTRODUCTION TO MILWAUKEE COUNTY

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, Clerk of Courts, District Attorney 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, transit services, highways, courts, corrections, official record keeping, parks and recreation, international airport operations, jail and juvenile detention, public assistance programs, and a world-famous zoo.

2.4.1 Introduction to Procurement

The Procurement Division of the Department of Administrative Services (“DAS”) is responsible for purchasing or contracting for supplies, materials, equipment and contractual services needed by County departments, agencies, and institutions. Procurement is authorized to develop standards, prepare

specifications, sign and issue contracts and purchase orders, issue requests for proposals, and assist the Facilities Management Division of DAS in the sale of surplus or obsolete supplies, materials, or equipment.

2.4.2 Introduction to the Office of Economic Inclusion (OEI)

The Office of Economic Inclusion (“OEI”), a Division of the Milwaukee County Department of Administrative Services (“DAS”), is responsible for monitoring and enforcing the Milwaukee County Target Enterprise (“MCTE”) Ordinance for inclusion of small or disadvantaged businesses. Target firms include Disadvantaged Business Enterprise (“DBE”) firms certified under the Wisconsin Unified Certification Program following Federal regulations, Women-owned Business Enterprise (“WBE”) and Minority-owned Business Enterprise (“MBE”) firms certified by the State of Wisconsin Department of Administration, Small Business Enterprise (“SBE”) firms certified by Milwaukee County, and SBE firms meeting the federal Small Business Administration (“SBA”) size standards and listed in the SAM Directory.

2.4.3 Introduction to the Airport System

Milwaukee County owns and operates through its Department of Transportation two airports, Milwaukee Mitchell International Airport and Lawrence J. Timmerman Airport. Milwaukee Mitchell International Airport (“MKE”) is a medium-hub, primary commercial service airport and the largest airport in Wisconsin covering 2,180 acres with five runways. Lawrence J. Timmerman Airport (“MWC”) is a general aviation reliever airport. The two airports are collectively referred to as the “Airport System”.

3 SCOPE OF WORK

3.1 INTRODUCTION

The Airport System requires professional airport financial consulting services to provide critical support to the timely implementation of financial objectives. The financial consultant (“Service Provider”) provides comprehensive strategic financial planning services and related management consulting services. Financial consultant services take place in a dynamic environment, and the Airport requires regular communications with the Service Provider for consultation, guidance, and assistance.

3.2 PASSENGER FACILITY CHARGES

The Airport System has received Federal Aviation Administration (“FAA”) approval to impose a \$4.50 Passenger Facility Charge (“PFC”) and to use the resulting revenues to pay the PFC eligible costs of PFC Eligible Projects. The Airport System has submitted, and the FAA has approved, 18 PFC applications for impose and use authority as of December 21, 2021.

The Airport System expects to submit multiple additional, new PFC applications over the term of the Service Provider Agreement. The Airport System will also require assistance in preparing to close out some earlier PFC applications.

3.3 TRAINING AND QUALIFICATIONS

The Service Provider is required to have a demonstrated track record in providing expert level airport financial consulting and related management services to airports of similar or larger size and complexity. The Service Provider will be expected to have and retain a team able to continuously provide such services throughout the term of the Agreement.

Respondents will be evaluated based upon their experience and qualifications in performing the requested services. This evaluation will include references regarding work undertaken by Respondents for organizations with similar needs to the Airport System and will take into account both the overall firm and the individuals put forth by the Service Provider to serve as key staff.

3.4 SERVICE PROVIDER RESPONSIBILITIES

The scope of services required by the Airport covers the entire spectrum of services customarily provided to government entities by financial advisors in the area of financial planning, including capital planning and the issuance of debt. Services specifically include but are not limited to the following items:

1. Capital Improvement Plan (“CIP”)
Review the Airport System’s current CIP and develop recommendations to revise or update the plan.

- a. Forecast capital requirements for ongoing capital improvements. The Service Provider may be required to prepare a cash flow/project flow analysis in order to recommend commencement and completion of projects in general accordance with the activity levels and in conjunction with the Master Plan. This may include the debt service on past and future rate and Passenger Facility Charge backed General Airport Revenue Bonds.
 - b. Review debt financing and refunding proposals submitted by underwriters and make recommendations to Airport System and Milwaukee County Office of the Comptroller capital staff regarding the proposals.
 - c. Review, analyze, and detail the sources and uses of funding for all of the capital projects included in the CIP and make recommendations for optimization.
2. Passenger Facility Charge (“PFC”) applications
Assist Airport System staff in PFC applications, including submittal of new applications, amendments to existing applications and application closeout for existing applications and advise throughout various stages of the PFC process and submittal to the Federal Aviation Administration (“FAA”).
3. New Debt financing or Refunding Proposals
Work with Airport System and Milwaukee County Office of the Comptroller capital staff, underwriters, consultants, and bond counsel regarding any new debt financing or refunding proposals.
 - a. Conduct feasibility study including rate covenant impacts
 - b. Prepare annual continuing disclosure statement
4. Airport Use and Lease Agreement negotiations
Participate in Airport Use and Lease Agreement negotiations, and develop proposals related to the negotiations.
 - a. Model rates and charges including:
 - i. Current and future predicted rates and charges;
 - ii. Impact of projects contemplated in the CIP.
 - b. Provide “what-if” scenarios
5. Airline Rates and Charges
Work with Airport System staff on annual and mid-year activities around airline rates and charges.
 - a. Analyze and develop of rates and charges, including synthesizing a narrative and tabular package for presentation to and consumption by the airlines.
 - b. Develop and implement of mid-year/intra-year rate adjustments when the need for such adjustments are indicated
 - c. Assist Airport System staff in fiscal year-end financial settlement process with the airlines including settlement template/model development and maintenance.
6. Financial Planning
Strategic financial planning and valuation/cost benefit analysis of developer proposals as needed.

7. Financial Benchmarking
Assist the Airport in development of relevant financial Key Performance Indicators (“KPIs”) and advise on revision of KPIs over time as necessary.

8. Other
Other financial services to be identified on an as-needed basis.

3.5 COMMUNICATION

Both parties will designate the name and contact information of a project manager as the primary contact to manage workflow, timelines, transfer of deliverables and communications regarding the Scope of Work. Project Managers should arrange and attend any progress or review meetings.

The County will pay for Services as an hourly fee following completion and acceptance of requested services. Services and deliverables are subject to review and acceptance by the County’s project manager prior to payment. The County represents that it will not unreasonably withhold acceptance.

4 EVALUATION CRITERIA

All Proposals will be evaluated based on the following criteria. The weights specify the percentage value for each criterion. Items with a P/F indicate that the criterion will be scored on a pass-fail basis.

Evaluation Area	Criteria (Section Reference)	Points
Preliminary Evaluation	All Proposal Materials Provided (7.8.4; 7.10.1)	P/F
	Targeted Business Enterprise Qualification (7.7.6)	P/F
	Minimum Qualifications Met (2.1)	P/F
Technical Proposal Evaluation	Profile and Experience (5.1)	300
	Proposed Approach (5.2)	300
	Understanding of the County's Needs (3; 5.2)	100
Price Proposal Evaluation	Price Proposal (6)	300
Total Points		1,000

5 TECHNICAL PROPOSAL CONTENT

The following sections and questions represent the basis for content to be provided in the Technical Proposal. Respondents should follow the guidelines provided in [Section 7.8.2: Technical Proposal Format](#). All responses should reflect your programs, organization, and administrative systems as they currently exist. Technical Proposals should convey an understanding of the Scope of Work. List the Questions along with the Section Title in the order as outlined in 5.1 Profile and Experience and 5.2 Proposed Approach. This format will help to ensure that all questions are answered and assist in the review of all answers by the evaluation panel.

5.1 PROFILE AND EXPERIENCE

1. Provide an executive summary, not to exceed two (2) pages, that:
 - Describes your company's core competencies and what differentiates Respondent from other consultants
 - Describes your company's airport financial consulting philosophy.
 - Provides a brief history and profile of your company including size, organization, volume of business, locations, number of years in business, former names. Include affiliations, organizations, certifications and address your company's strength and stability.
2. Describe your experience providing financial consulting services to medium or large hub commercial service airports.
3. Provide a description of three previous contracts that your company has managed and that demonstrate your company's qualifications to fulfill the Scope of Work. For each contract, include dates, client, client contact information (name, title, phone number and e-mail), services provided, and number and level of staff assigned.
4. Has your company ever had a contract for the general type of services/product sought by the County terminated for non-compliance or inadequate performance? If yes, provide details.
5. Has your business/company/organization ever defaulted on a contract for the general type of services/product being sought by the County? If yes, please explain.
6. In the last five years, has your company or any owners, partners or officers had any action, audit, or investigation brought against them by any federal, state, or local agency of authority? If yes, identify the individual or organization named and provide details.
7. In the last five years, has your organization or its owners, partners or officers been involved in any criminal proceeding, excluding traffic violations and other infractions? If yes, enclose details. If the action is current or pending, indicate this and explain.
8. Has your company ever failed to complete any work awarded? If yes, please provide details.
9. Has there been, in the last five (5) years, or is there now pending any litigation, arbitration, governmental proceeding or regulatory proceeding involving claims in excess of \$100,000 with respect to the performance

of any services or the provision of any product by your business/company/organization? If yes, provide details.

10. Has any litigation been settled or otherwise resolved involving your business/company/organization's performance under a contract for the general type of services/product being sought by the County? If yes, provide details.
11. Has your firm or any of its owners, partners or officers ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty? If yes, please upload a separate signed document indicating the person or persons convicted, the court (including county, if a state court, or district and location of the federal court), the year, and the criminal conduct.

5.2 PROPOSED APPROACH

1. Provide a management plan for this contract, including organizational format, lines of authority and communication, and division of responsibility. Include the following:
 - a. The division of labor you expect to employ to staff this contract, for example: principal vs. director vs. senior consultant vs. junior consultant.
 - b. Specific personnel assigned to the Contract.
 - c. Firm availability for in-person meetings.
 - d. If additional staffing will be needed for the Respondent to successfully provide the services please indicate the number and level of additional staff that will be needed and timeframe to supply the additional staff from the notice of the contract intent to proceed from the Airport.
2. Describe the firm's approach and availability when it comes to client support. Provide the geographical locations from where primary support will be provided.
3. Describe your approach to training, developing, and retaining qualified personnel. Provide detailed qualifications of key personnel for the specific types of work required for this project.
4. Describe your approach to staying abreast of what's happening in the airport financial industry, including programmatic and regulatory framework changes, and your firm's overall approaching to conveying to airport clients the impact such changes would have upon them.
5. Considering the Scope of Work specifically requested by this RFP, describe your firm's unique value proposition to deliver these services that differentiates your firm from other firms.

6 PRICE PROPOSAL CONTENT

The following questions represent the basis for content to be provided in the Price Proposal. Respondents should follow the guidelines provided in [Section 7.8.3: Price Proposal Format](#). Price Proposals must consider the Scope of Work required and provide pricing appropriate to that scope.

6.1 PRICE PROPOSAL

Submit pricing as an hourly fee by resource for each year of the five-year base term and each of the 2 (optional) one-year renewals. Pricing must be comprehensive for the proposed services and must be inclusive of implementation, migration, ongoing costs, and termination costs, if any. Travel expenses are not included in the hourly rate. Please provide pricing in the following format:

Year 1 (2024)		
Position Type/Level	Title	Hourly Billing Rate
Principal (or equivalent)		
Director (or equivalent)		
Senior Consultant (or equivalent)		
Junior Consultant (or equivalent)		

Year 2 (2025)		
Position Type/Level	Title	Hourly Billing Rate
Principal (or equivalent)		
Director (or equivalent)		
Senior Consultant (or equivalent)		
Junior Consultant (or equivalent)		

Year 3 (2026)		
Position Type/Level	Title	Hourly Billing Rate
Principal (or equivalent)		
Director (or equivalent)		

Senior Consultant (or equivalent)		
Junior Consultant (or equivalent)		

Year 4 (2027)		
Position Type/Level	Title	Hourly Billing Rate
Principal (or equivalent)		
Director (or equivalent)		
Senior Consultant (or equivalent)		
Junior Consultant (or equivalent)		

Year 5 (2028)		
Position Type/Level	Title	Hourly Billing Rate
Principal (or equivalent)		
Director (or equivalent)		
Senior Consultant (or equivalent)		
Junior Consultant (or equivalent)		

Option Year 1 (2029)		
Position Type/Level	Title	Hourly Billing Rate
Principal (or equivalent)		
Director (or equivalent)		
Senior Consultant (or equivalent)		
Junior Consultant (or equivalent)		

Option Year 2 (2030)		
Position Type/Level	Title	Hourly Billing Rate
Principal (or equivalent)		
Director (or equivalent)		
Senior Consultant (or equivalent)		
Junior Consultant (or equivalent)		

6.2 PRICE PROPOSAL NARRATIVE

Provide a brief narrative in support of the Price Proposal. In the narrative, the Respondent must list and describe any special assumptions, conditions, or constraints (including involvement of County staff) relative to, or which impact, the pricing presented. Assumptions, conditions and constraints are subject to County approval. All costs must be identified and included in the Price Proposal.

7 RFP PROCESS

7.1 DEFINITIONS

Term	Definition
Agreement/Contract	Agreement/Contract are used interchangeably throughout the RFP. Both refer to the subsequent service Agreement that will result from the successful bid of this RFP between County and awarded Contractor.
Alternative Proposal	A Proposal which does not meet the requirements of the scope of work, but which offers alternatives for consideration, or which contains substantive variations to the basic provisions, specifications, term, or conditions of the solicitation.
Bonfire / Bonfire Portal	Bonfire / Bonfire Portal are used interchangeably throughout the RFP. Both refer to Milwaukee County's Bonfire Portal located at https://countymilwaukee.bonfirehub.com/projects . The Bonfire Portal is used as the main method of communication under this RFP and will provide RFP details, addenda, the ability to ask questions, and other RFP Administration functions.
OEI	OEI means Milwaukee County's Office of Economic Inclusion, a Division of the Department of Administrative Services.
Contractor	The Contractor is a winning Respondent who has been awarded a Contract under this RFP.
County	County means Milwaukee County, a municipal body corporate located in the State of Wisconsin, and all the Divisions and Departments thereof. For purposes of this RFP, Milwaukee County is represented by its Procurement Division of the Department of Administrative Services.
Errors	Errors are defined as mistakes or inaccuracies made in the RFP document and/or other official correspondence from Milwaukee County regarding this solicitation.
MCCO	MCCO means the Milwaukee County Code of Ordinances, accessible at https://library.municode.com/wi/milwaukee_county/codes/code_of_ordinances
Minor Irregularities	Minor Irregularities are irregularities that have no adverse effect on the outcome of the selection process, and which do not give any Respondent an advantage or benefit not afforded to other Respondents.

Omissions	Omissions are defined as any failure of Milwaukee County to provide complete information or instructions in the RFP document or other official correspondence.
Proposal	The Proposal is Respondent’s materials submitted in response to the RFP, including all requested information listed in all Attachments.
Respondent	A Respondent is any offering vendor who prepares or submits a Proposal.
Responsible Vendor / Responsible	Any person or firm that has the capacity, in all respects, to fully perform the Contract requirements with integrity and reliability; or a Proposal demonstrating such capacity.
Responsive Vendor / Responsive	Any person or firm that has submitted a complete Proposal in response to this RFP document and has demonstrated in that Proposal an understanding of the Scope of Work; or a Proposal meeting such requirements.
Scope of Work	A document or section of this RFP that describes the outcome or result sought by the purchasing entity. The SOW seeks a functional solution based on and measured by performance standards rather than specific specifications.
Solicitation	A solicitation is a method of procurement used by public procurement officials to procure goods and services in a fair, open, and transparent manner. For purposes of this RFP, “solicitation” shall mean this RFP document and all related procurement activities.
Substantially Similar Service	A substantially similar service is one that can be reasonably compared to the requested service through identifiable measurements such as number of clients served, type and size of facility served, type of product provided, type of service provided, geographical area served, type of client or user served, industry area served, etc.

7.2 COMMUNICATION WITH THE COUNTY

Following public posting of the RFP, all communications between Milwaukee County and any interested Respondent must follow the guidelines of this section. All contact between any potential Respondent and Milwaukee County must be conducted through the RFP Administrator identified on the [RFP Summary Sheet](#), except in the case of inquiries about the County’s Targeted Business Enterprise program which may be directed to The Office of Economic Inclusion as noted in [Section 7.7.6.5](#). Respondents are not permitted to contact any employee, elected official, agent, consultant, or representative of Milwaukee County regarding this RFP without the RFP Administrator’s prior written consent. Communication initiated by a Respondent or a Respondent’s agent or representative to any County employee, official, agent, consultant, or representative prior to the time of any award is prohibited, unless made at the explicit direction of the RFP Administrator.

Respondents in current business relationships with Milwaukee County are required to disclose such relationships to the RFP Administrator in writing prior to the date of the Pre-Proposal Conference. Respondents providing service to Milwaukee County are permitted to discuss the existing service and business relationship with their contact(s) at Milwaukee County. Respondents are **expressly prohibited** from discussing any details of this RFP, their Proposals, or other information related to the Request with their contact(s) at Milwaukee County.

Any unauthorized communication between a Respondent and an employee, official, agent, consultant, or representative of the County may constitute grounds for rejection or elimination of a Proposal from further consideration, at the sole discretion of the County.

Names and identities of individuals on the Evaluation Committee are confidential and will not be disclosed at any time during or after the solicitation process. **Direct contact between the Respondent and any member of the Evaluation Committee regarding this RFP is forbidden and will result in immediate rejection of the Respondent's Proposal.**

7.3 REQUESTING ACCOMMODATIONS

7.3.1 ADA Accommodations

Upon request, DAS-Procurement will provide reasonable accommodations, including the provision of informational material in alternative format, for qualified individuals with disabilities. If a Respondent needs accommodations, that Respondent should contact the RFP Administrator.

7.3.2 COVID-19 Accommodations

Milwaukee County acknowledges that limitations on travel and in-person meetings may exist as a result of the COVID-19 pandemic. Upon request, the County may provide accommodations such as electronic meetings, digital demonstration platforms, and social distancing to reduce the impact of COVID-19 on the acquisition process.

7.4 RESPONDENT'S OBLIGATIONS.

7.4.1 Comprehension

Respondents are responsible for reading and ensuring they understand all information in this Request for Proposals prior to submitting a Proposal. Respondents are responsible for ensuring they fully comprehend all requirements associated with the Scope of Work, Specifications, and any Contract. The provisions of this RFP and the winning Respondent's Proposal will become contractual obligations. A winning Respondent who fails to fully read and understand the requirements in this RFP is still required to provide all services necessary and required to carry out the intent of the resulting Contract, without additional costs to the County. Failure or refusal of the winning Respondent to accept these obligations in a contractual agreement may result in cancellation of the award.

7.4.2 Monitoring of the Bonfire Portal

All amendments are acknowledged by the Respondent's submission of *Attachment 4: Sworn Statement of Respondent* form, and submission of the form constitutes a waiver of appeal or administrative review rights based on ambiguity, error, omission, or other deficiency in the amendment document(s).

Respondents are responsible for monitoring the RFP's Project Board on the Bonfire website for any changes or modifications to the RFP.

7.4.3 Questions

If a Respondent has questions about the materials provided in this document, or if a Respondent discovers an error, apparent conflict, or omission in this document, the Respondent is responsible for raising the question or bringing the error, conflict, or omission to the attention of the RFP Administrator. Respondents must follow the procedure in [Section 7.7.3: Asking Questions](#) to ask any clarifying questions prior to submission of their Proposals.

7.4.4 Incurred Expenses

Respondents are solely responsible for any cost or expense incurred in preparing and submitting a Proposal, including costs related to attending meetings and evaluations of Proposals prior to execution of the Contract. Respondents are solely responsible for legal fees for work performed or representation by Respondent's legal counsel and/or for any costs pertaining to an appeal or administrative review process during all phases of the RFP process and prior to County Board and County Executive approval of a Contract award.

7.4.5 Firm Commitment, Availability, Proposal Validity

Respondents are responsible for maintaining availability of service as set forth in their Proposals for the anticipated service starting date provided in the [RFP Summary Sheet](#). Respondents are expected to perform planning and implementation activities prior to commencement of any Contract. Milwaukee County will not reimburse for these costs.

7.4.6 Public Records Requirements

Milwaukee County is required by law to respond to all Freedom of Information Act ("FOIA") and Wisconsin Public Records Law ("Open Records") requests.

By submitting a Proposal, Respondent acknowledges that information provided in its Proposal responses and any other information submitted constitutes a "record" for purposes of Wis. Stat. §19.21, *et. seq.*

For Respondents awarded a contract, the application material submitted is placed in a master file that becomes part of the contract with the County. Successful Proposal materials become public information and are subject to the Open Records Law only after the procurement process is completed. Contract drafts and information become subject to the Open Records Law after a contract is fully executed. Prior to the issuance of Notice of Intent to Award and the full execution of any resulting Contract, Proposal materials and contract documents are considered "drafts" and are not subject to the Open Records Law except to appellant(s) to the award, subject to the proprietary information restriction as detailed below.

In complying with FOIA and Open Records requests, the County presumes the right "of complete public access, consistent with the conduct of government business." Denial of access is considered contrary to the public interest and is only supported in exceptional instances.

Respondents agree, by submitting Proposals in response to this RFP and by entering into any Contract as a result of an award under this RFP, that they shall be obligated to assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having

been made, and that any failure to do so shall constitute a material breach of any Contract, whereupon the Respondent shall then and in such event be obligated to indemnify, defend and hold the County harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under any Contract.

Any materials submitted by the Respondent in response to this Request for Proposal that the Respondent considers to be:

- confidential and proprietary information; and
- which Respondent believes qualify as trade secret(s) 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 in *Attachment 1: Proprietary Information Disclosure Form*.

If the Respondent designates any such information as confidential, it must upload a version of its Proposal with all designated identified information redacted. Confidential information must be labeled as such.

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 Respondent qualify as trade secrets under the Wisconsin public records law.

7.4.7 Permits and Licenses

Respondent and associated employees performing services under this RFP, at the time of Proposal submission and during the term of any awarded Contract, must possess and maintain the required licenses and permits required to provide services.

Any reprimand, disciplinary action or investigation taken against Contractor or its employees by any agency issuing permits and licenses required to provide the services must be reported to Milwaukee County within 48 hours of notification by the issuing agency.

7.4.8 Federal, State, and Local Regulations

Respondents are required and agree to comply with all applicable Federal, State and Local laws and regulations throughout the course of the solicitation process, and during the term of any awarded agreement, including, but not limited to, the regulations listed in this RFP. Following award, the successful Respondent will be required to enter and maintain a Contract with Milwaukee County that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances.

7.5 COUNTY'S RIGHTS

All information in this RFP, including information in any addenda, was developed from the best available sources at the time the document was created. Milwaukee County makes no representation, warranty or guarantee as to the accuracy of such information.

The County may clarify or revise any part of this RFP at its discretion. When a clarification or revision is made, the County will post written amendments to the RFP's Project Board on the Bonfire website. It is the responsibility of Respondents to check the website for any amendments prior to the RFP submission date.

Milwaukee County reserves the right to:

- a. Waive minor irregularities in Proposals.
- b. Waive any requirements that are not material.
- c. Delete or modify any part of the Scope of Work (“SOW”) at any time during the RFP process.
- d. Make an award under the RFP in whole or in part and change any scheduled dates.
- e. Use ideas presented in reply to this RFP, notwithstanding selection or rejection of Proposals.
- f. Make changes to, withdraw, cancel, or re-publish this RFP at any time.
- g. Reject any Proposal received, or reject all Proposals received, if it deems appropriate and in the best interests of the County.
- h. Negotiate the terms and conditions of any awarded Contract with any selected Respondent, at its option.
- i. Proceed with Contract negotiations with other Responsive, Responsible, high-scoring Respondents, should contract negotiations with the winning Respondent be unsuccessful.

7.5.1 Public Records and Information Release

All materials submitted become the property of Milwaukee County and may be subject to public records requests as outlined in [Section 7.4.6: Public Records Requirements](#). Any restriction on the use of data contained within a request must be clearly stated in *Attachment 1 Proprietary Information Disclosure Form*. Proprietary information submitted in any Proposal will be handled in accordance with applicable Milwaukee County Ordinances, State of Wisconsin procurement regulations, and the Wisconsin public records law. Proprietary restrictions are typically not accepted. However, when accepted, it is the Respondent’s responsibility to defend the determination in the event of an appeal or litigation.

7.5.2 Disclosure and Use of Information Before Award

Provisions of MCCO Chapter 32.47 apply to the release of information. Chapter 32.47 governs disclosure and use of information before award. After receipt of Proposals, none of the information contained in them or concerning the number or identity of Respondents shall be made available to the public or to anyone in county government. During the pre-award or pre-acceptance period of a negotiated procurement, only the Procurement Director or his or her designee(s), the RFP Administrator, or members of the Evaluation Committee shall transmit technical or other information and conduct discussions with Respondents. Information shall not be furnished to a Respondent if, alone or together with other information, it may afford the Respondent an advantage over others. However, general information that is not prejudicial to others may be furnished upon request, following [Section 7.7.3: Asking Questions](#) and [Section 7.4.6: Public Records Requirements](#). Respondents may place restrictions on the disclosure and use of data in Proposals, following [Section 7.4.6: Public Records Requirements](#) and *Attachment 1: Proprietary Information Disclosure Form*. The Procurement Director, RFP Administrator, and/or Evaluation Committee shall not exclude Proposals from consideration merely because they restrict disclosure and use of data, nor shall they be prejudiced by that restriction. The portions of the Proposal that are restricted (except for information that is also obtained from another source without restriction, or information required to be disclosed to County auditors) shall be used only for evaluation and shall not be disclosed outside the County without the permission of the Respondent.

7.5.3 Intellectual Property Restrictions in Proposals

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.

7.5.4 Additional Information Requests

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.

7.6 PRE-PROPOSAL CONFERENCE

An optional Pre-Proposal Conference will be held at the date, time, and location as provided on the [RFP Summary Sheet](#) or as communicated on the Bonfire Portal. The purpose of the Pre-Proposal Conference is to provide interested vendors the opportunity to ask questions about specific areas of the RFP and to ensure that potential Respondents understand the requirements. Respondents are encouraged to submit written questions in advance for possible response at the Pre-Proposal Conference, following the procedure laid out in [Section 7.7.3: Asking Questions](#).

Attendees will be required to register for the Pre-Proposal Conference and provide their names, titles, employing organizations and email addresses. Following the Conference, the attendee list will be made publicly available through the RFP's Bonfire Portal.

During the Pre-Proposal Conference, attendees may request clarification of any section of the RFP and may ask any other relevant questions relating to the RFP, regardless of whether they submitted written questions in advance. However, verbal responses and explanations provided by the County during the conference do not qualify the solicitation. Only written answers to questions submitted following the procedure laid out in [Section 7.7.3: Asking Questions](#) qualify the solicitation.

Milwaukee County reserves the right to record Pre-Proposal Conferences and to release recordings of and/or minutes from the Pre-Proposal Conference publicly. Recordings and/or minutes, if provided, will be made available publicly through the RFP's Bonfire Portal.

7.7 PREPARING A RESPONSE

The following section provides important instructions and information a Respondent will need to successfully prepare a Proposal in response to this solicitation. Respondents should read each section carefully and ensure they understand and can comply with any requirements.

Multiple Proposals from a single Respondent are not permitted. Alternative Proposals are not permitted.

7.7.1 Writing a Technical Proposal

Technical Proposals must convey an understanding of the Scope of Work. The Respondent should offer a solution to the objectives, problem, or need specified in the RFP, and define how it intends to meet or exceed the RFP requirements.

Technical Proposals should:

- a. Be accurate, complete, and clear.
- b. Answer questions directly and as succinctly as possible.
- c. Focus specifically on Milwaukee County and the Scope of Work.

- d. Include only those exhibits, attachments, and/or images that are clearly relevant to the questions asked.
- e. Demonstrate why the Respondent's solution or product is superior to competitors' and why the solution or product represents the best value to Milwaukee County.
- f. Answer all questions asked in [Section 5: Technical Proposal Content](#).
- g. Follow formatting instructions provided in [Section 7.8.2: Technical Proposal Format](#).

Technical Proposals should not:

- a. Rely on technical jargon or industry buzzwords.
- b. Rely excessively on attachments, presentations, or other documentation secondary to the Respondent's direct answers to the questions asked in [Section 5: Technical Proposal Content](#).
- c. Include marketing materials.
- d. Provide non-specific responses, repetitive information, or unnecessary filler.
- e. Include information that is not pertinent to Milwaukee County and/or the Scope of Work.

7.7.2 Writing a Price Proposal

Price Proposals must convey an understanding of the Scope of Work and provide pricing appropriate to the Scope of Work. When writing a Price Proposal, Respondents should:

- a. Be accurate, complete, and clear
- b. Include all pricing and cost information necessary to complete the Scope of Work
- c. Answer all questions asked in [Section 6: Price Proposal Content](#)
- d. Follow formatting instructions provided in [Section 7.8.3: Price Proposal Format](#)

Price Proposals should not:

- a. Include unclear, undefined, or confusing pricing
- b. Include caveats to pricing that require County action or inaction
- c. Include assumptions or contingencies not clearly identified in writing

7.7.3 Asking Questions

Respondents may submit questions regarding this RFP. Questions should be submitted on Bonfire by going to the "Project Details" and then clicking on the "Ask a question" button next to the "Questions Due Date" field in "

All questions, along with County answers, will be posted to the Bonfire website. The County will post answers as they become available, either on a rolling basis or in a single response. Only the County's final written answers to questions submitted following the procedure laid out in this section are considered to be modifications or qualifications to the terms of the solicitation.

The deadline for submission of questions for this opportunity is identified on the [RFP Summary Sheet](#). After this deadline, Respondents will no longer be permitted to submit Q&A messages on the Bonfire portal. Respondents may still contact the RFP Administrator after the deadline, but questions will be limited to process or technical questions, in the discretion of the RFP Administrator.

The RFP Administrator is the sole point of contact during this process. The submission of questions to any other employee, agent, or subcontractor of Milwaukee County is prohibited and may be grounds for disqualification under this RFP (see [Section 7.2: Communication with the County](#)).

7.7.4 Identifying Ambiguities, Errors, and Omissions

If a Respondent discovers any significant ambiguity, error, omission or other deficiency in the RFP document, the Respondent should immediately notify the RFP Administrator in writing by posting a Question on the RFP's Bonfire Portal as outlined in [Section 7.7.3: Asking Questions](#).

The failure of a Respondent to notify the RFP Administrator of an ambiguity, error, omission, or other deficiency 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.

7.7.5 Requesting Exceptions to RFP Terms

Respondents must review the RFP in its entirety. If Respondent takes any exceptions to the requirements defined in the RFP, such exceptions must be documented on *Attachment 5: Exceptions Form* and uploaded with the Proposal. Respondents must cite the paragraph or section, the exception taken, and state alternate language acceptable to the Respondent. Alternative language is subject to County approval. All exceptions must be included with the Proposal. Exceptions taken following submission of a Proposal will not be considered. Material exceptions taken following submission of a Proposal may be cause for a finding of non-Responsiveness of the Respondent, and removal from consideration for this opportunity.

7.7.6 Understanding Targeted Business Enterprise (TBE) Utilization Requirements

The award of this RFP and any resulting Contract is conditioned upon the Respondent's good faith efforts in achieving the project's **Targeted Business Enterprise participation goal of 17%**.

Suppliers who receive additional work on an awarded Contract in the form of change orders, addendum, etc. are expected to increase TBE participation proportionally, when applicable.

Attachment 3: Targeted Business Enterprise Forms provides additional information about the use of TBE firms in Proposals, including the TBE-14, and TBE-01 forms. Respondents are solely responsible for determining which forms to submit and ensuring their forms are completed and accurate.

In addition to the above, Respondents must agree to abide by the TBE provision included in all County contracts. See *Attachment 5a: Agreement Terms and Conditions* for more information.

7.7.6.1 *Introduction to the Office of Economic Inclusion and Targeted Business Enterprise Goals*

The Office of Economic Inclusion (OEI) is a partner to small businesses. OEI is a certifying agency for the U.S. Department of Transportation (DOT) Disadvantaged Business Program (DBE) and Airport Concessions Disadvantaged Business Program (ACDBE), and provides the opportunity for firms to register as a Targeted Business Enterprise (TBE). OEI provides networking opportunities through outreach and community engagement events, connects small business owners to Milwaukee County departments, provides information on potential contracts and identifies procurement opportunities within the County for encouraging minority, women, and small business participation.

To ensure that Disadvantaged Business Enterprise (DBE) firms, Airport Concessions Disadvantaged Business Enterprise (ACDBE) firms, and Targeted Business Enterprise (TBE) firms are afforded a level playing field in participating on all Milwaukee County contracts, the Office of Economic Inclusion develops goals, monitors contract payments, and enforces Milwaukee County ordinance, Chapter 42 Target

Business Enterprise Participation in County Contracting. OEI reviews contracts and monitors all payments to its prime contractors through all subcontracting tiers on all Milwaukee County Contracts using B2GNow.

7.7.6.2 TBE Requirements for this Project

The award of a competitive solicitation and any resulting Contract are conditional. Awards and Contracts are granted based on your good faith efforts in achieving the project's DBE/TBE participation goal identified in the solicitation document.

To be considered for an opportunity, Respondents must:

1. Agree to abide by the TBE provision included in all County contracts.
2. Agree to increase the TBE participation on a contract proportionally, when applicable, if work increases on an awarded Contract in the form of change orders, addendums, etc.
3. Submit a signed Commitment to Contract (TBE-14 form) for EACH of the TBE firms included to meet participation. TBE-14 form(s) must identify:
 - a) the DBE/TBE firm by name and physical location address,
 - b) the scope of service(s) to be provided,
 - c) the dollar amount and
 - d) the percentage.

To successfully submit the TBE-14 form with the proposal please complete in the following order:

1. Complete and sign the TBE-14 form.
2. Forward the signed form to your TBE partner(s). The TBE partner(s) must filled out and sign in the affirmation section of the form and return it to you for submission with the proposal.

Be advised that to be considered responsive, you must submit a TBE-14 form with signatures in the correct sequence. The County may reject your Proposal as non-responsive if the Proposal includes improperly completed forms.

If a Respondent believes it is not able to meet the goal, the Respondent must submit the *Certificate of Good Faith Efforts* (TBE-01) with supporting documentation. Submitting the TBE-01 is not a guarantee that your Proposal will be considered responsive to the TBE requirement. OEI will review the Certificate and determine whether the Proposal is responsive based upon the information provided.

If you are concerned about your ability to meet the DBE/TBE goal, contact OEI

7.7.6.3 Reporting and the B2G Now Online Payment System

Adherence with prompt payment requirements is monitored through information entered into the Diversity Management and Compliance System, utilizing B2GNow software. There is no cost to the Prime or any subconsultant for the use of B2G Now.

Prime consultants are required to report payments received from the County and amounts paid to subconsultants. Subs will receive an automated email requesting them to confirm the amounts and whether the terms of the prompt payment policy were complied with.

All Prime and Subconsultants must become registered users and complete a one-hour webinar training, available through OEI. The County will enter the Prime's contract, and the Prime will enter all subconsultants, including both TBE and non-TBE firms.

Payment must be submitted even if no TBE activity occurred during a particular reporting period. The County Project Manager may reject payment applications that do not comply with this section. Failure to submit payment information following the instructions in this section may result in a delay in payments or other sanctions deemed appropriate by the County.

7.7.6.4 *Evaluating Participation; Contractual Obligations*

The commitment percentage is the key indicator of TBE participation. The Pass/Fail determination is based on the percentage stated in the RFP. If the Prime is using one or multiple TBE companies, the sum of the percentages MUST satisfy the minimum percentage stated in the RFP.

When evaluating the performance of any Contract awarded under this RFP, 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 OEI 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.

7.7.6.5 *Additional Information; Eligibility*

OEI may be contacted at 414-278-4851 or OEIcompliance@milwaukeecountywi.gov for assistance in identifying TBE firms and understanding the County's TBE Program. The following are the links to Directories for firms eligible for credit:

Business Type	Directory
Disadvantaged Business Enterprise "DBE"	http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx
Minority Owned Business "MBE"	http://www.doa.state.wi.us/Divisions/Enterprise-Operations/Supplier-Diversity-Program
Women Owned Business "WBE"	http://www.doa.state.wi.us/Divisions/Enterprise-Operations/Supplier-Diversity-Program
Milwaukee County Small Business Enterprise "MC SBE"	https://mke.diversitycompliance.com/Default.aspx
Federal Small Business Enterprise "SBE"	https://www.sam.gov/portal/SAM#1

7.7.7 Complying with Applicable County Policies

Respondents are required to comply with Milwaukee County policies and programs applicable to the commodities or services requested by this solicitation. Compliance with the following policies may be included in any awarded contract as contractual obligations. Respondents should carefully read the requirements of each policy or program and ensure they are able to meet all requirements prior to submission of a Proposal.

7.7.7.1 *Racial Equity*

In 2019, the Milwaukee County Executive signed a resolution declaring racism a public health crisis in Milwaukee County and established a vision for the County to become the healthiest county in Wisconsin through the achievement of racial equity.

In support of this vision, the County requests that vendor partners agree to collaborate with the County in achieving racial equity for our constituents and commit to improving racial equity within Milwaukee County.

Respondents should consider this policy when responding to Targeted Business Enterprise requests, subcontracting, and proposing services, especially those services with a direct impact on traditionally underserved populations.

7.7.7.2 *Non-Discrimination, Equal Employment Opportunity, and Affirmative Action*

In addition to its policy regarding racial equity, Milwaukee County requires all contractors providing services or commodities to County departments or divisions to agree to support non-discrimination, equal

employment opportunity, and affirmative action programs. All Respondents shall complete and submit *Attachment 2: EEOC Compliance Form*.

Respondents shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be 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 apprenticeships. If awarded the Contract, Respondent will post in conspicuous places, available for employment, notices to be provided by the County setting forth the provisions of the nondiscriminatory 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 Respondent for use in completing the Contract.

The Respondent agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the Contract, which program 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 Respondent's workforce, where these groups may have been previously under-utilized and under-represented. The Respondent also agrees that in the event of any dispute as to compliance with the aforestated requirements, it shall be his/her responsibility to show that he/she has met all such requirements.

7.7.7.3 Responsible Vendor Policy

Milwaukee County recognizes that superior service requires that the Respondent hires well-trained and dedicated staff to provide the services under this RFP. The Respondent must ensure availability of a qualified staff, avoid labor disruption and costly employee turnover, treat workers fairly, and abide by applicable labor laws.

The County supports the development of a healthy business environment through the responsible management and treatment of employees, adherence to federal, state, and local laws, and appropriate workplace safety procedures. Therefore, the County of Milwaukee maintains the following requirement:

Contractor shall abide by all applicable local, state and federal laws. Contractor shall at all times maintain safe and healthful working conditions and abide by all applicable wage and hour regulations and prohibitions against child labor. Contractor shall ensure its employees' working conditions conform to the standards set by the Federal OSHA. Contractor 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 Respondents shall provide working conditions for services of a similar character in a similar locality in which the services are performed.

7.7.7.4 Policy Regarding the Non-Interest of County Employees and Officials

County officials, employees, representatives, officers, and/or agents are bound by Chapter 9 of the Milwaukee County Code of General Ordinances, Code of Ethics.

No County official, employee, or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the Proposal or Contract, nor shall they exercise any undue influence in the awarding of the Contract.

No 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.

During the period of any Contract awarded as a result of this RFP, the Contractor shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of the Contractor, has a conflict of interest.

7.7.7.5 Code of Ethics

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

"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\(2\)\(l\)](#) shall be included in all Requests for Proposals and bid documents."

In addition, the Contractor is required to adhere to the Code of Ethics provision in all contracts, which states:

Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics, which states, in part,

"No person shall offer or give any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee."

Contractor shall ensure all subcontractors and employees are familiarized with the statement above.

7.7.7.6 Security and Background Checks

Respondents understand that certain background and security checks may be required following award of any Contract under this RFP. Background checks are mandatory for all employees of the Respondent who will require administrative access to the County's Information System (for example, accessing servers,

systems, or information architecture not available to County end-users). Background checks must be performed at Respondent's expense. Background check minimum requirement must involve a security check and process that is approved by and deemed satisfactory to Milwaukee County to ensure, at a minimum, that no staff has felony or fraud convictions. Additional requirements may exist for employees who require access to systems containing PCI, PHI, or CJIS data.

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

7.7.7.7 Safety and Security Policies

Respondents understand and agree to use all commercially reasonable efforts to cause any of its employees who provide services under a Contract awarded under this RFP on County's premises to comply with County's safety and security policies, to the extent that the policies are applicable to the site where Respondent's employees are providing services. The County is responsible for communicating general and site-specific security policies to the winning Respondent for distribution to its employees prior to the start of any work under the Contract.

Such standard safety and security policies shall not include policies related to drug testing.

7.7.7.8 Drug Use Policies

Respondents understand and agree to abide by the following policies upon award of any Contract under this RFP. Unless conflicting to any laws where the services are being provided, in which case this section is not enforceable, Respondent will advise any employee who provides services under the Contract on County's premises of County's right to require an initial drug screen prior to the commencement of the assignment and, further, to require a drug screen at any time during the assignment either:

- a. If County believes, in good faith, that the employee is under the influence of an illegal substance, or
- b. As a consequence of an accident caused by or involving the employee on County's premises during the performance of this Agreement and likely to have been related to employee's use of an illegal substance.

Drug screening (unless provided by the County) shall be performed by the Respondent at the Respondent's expense, and Respondent will address any positive results and handle accordingly. Should one of Respondent's employees test positive during any drug screening, Respondent shall immediately notify County of the drug screening results and employee will not be permitted to perform the services at any of the County's Facilities.

7.7.7.9 Information Technology Policies

All Respondents must read, understand, and agree to abide by the County's Information Technology Policies, if and when those policies are applicable to the Respondent's solution and/or services.

7.8 SUBMITTING A PROPOSAL

Please follow these instructions to submit via the County's Bonfire Public Portal.

7.8.1 General Guidelines

Responses to the questions in [Section 5: Technical Proposal Content](#) should be direct and concise and should address all sub questions. Please do not provide pre-printed materials in response to questions unless specifically requested. Responses should reflect the Respondent’s experience, organizational structure, and organizational capabilities as they currently exist. Any questions requesting statistics should be answered with actual statistics rather than anticipated or target statistics unless specifically requested.

7.8.2 Technical Proposal Format

The Technical Proposal document should include the following sections in the order listed below. The Technical Proposal must be submitted as a single document in .PDF format only. Any exhibits, attachments, or supporting documents should be uploaded to the “Additional Information” section in Bonfire.

- a. 5.1 Profile and Experience.
- b. 5.2 Proposed Approach.

7.8.3 Price Proposal Format

The Price Proposal document should include the following sections in the order listed below. The Price Proposal must be submitted as a single document in .PDF format only.

- a. 6.1 Price Proposal
- b. 6.2 Price Proposal Narrative

7.8.4 Required Documents and Materials

Respondents must upload each of the following required documents to the Bonfire Portal in the format listed. Exhibits or attachments to the Proposal may also be uploaded in the optional Additional Information section.

Name	Type	# Files Permitted	Requirement
Preliminary Evaluation Questionnaire (Bonfire Template Q-13VZ)	Excel (.xls)	1	Required
Technical Proposal	File Type: PDF (.pdf)	1	Required
Technical Proposal- Additional Information (Do not include price details)	File Type: Any	Multiple	OPTIONAL for: supplemental documentation
Price Proposal	File Type: PDF (.pdf)	1	Required
Attachment 1: Proprietary Information Disclosure Form	File Type: PDF (.pdf)	1	Required
Redacted Proposal	File Type: PDF (.pdf)	Multiple	REQUIRED IF: Proprietary Information Identified in Attachment 1.

Attachment 2: EEOC Compliance Form	File Type: PDF (.pdf)	1	Required
Attachment 3: Targeted Business Enterprise Forms	File Type: PDF (.pdf)	1	Required
Attachment 4: Sworn Statement of Respondent	File Type: PDF (.pdf)	1	Required
Attachment 5: Exceptions Form	File Type: PDF (.pdf)	1	Optional
Attachment 7: Vendor Information Sheet	File Type: PDF (.pdf)	1	Required
Attachment 8: Conflict of Interest Stipulation	File Type: PDF (.pdf)	1	Required
Attachment 9: Certification regarding Debarment and Suspension	File Type: PDF (.pdf)	1	Required

7.8.5 Submitting Proposal Materials

Proposal materials are submitted by uploading them to the RFP’s project page on the Bonfire Portal at the link identified on the [RFP Summary Sheet](#).

Please note the type and number of files allowed. Please do not embed any documents within uploaded files, as they will not be accessible and will not be evaluated.

Submissions must be uploaded, submitted, and finalized prior to the RFP Receipt Deadline identified on the [RFP Summary Sheet](#).

Milwaukee County strongly recommends that Respondents allow sufficient time to complete and upload Proposals. The County suggests reserving at least one (1) day before the RFP Receipt Deadline to begin the uploading process and to finalize your submission.

Each Respondent will receive an email confirmation receipt with a unique confirmation number once its submission is finalized.

Proposal documents submitted by Respondents will only be visible to the County after the close of the RFP.

Minimum system requirements for Bonfire can be found at <https://bonfirehub.zendesk.com/hc>.

7.8.6 Technical Questions

Milwaukee County uses the Bonfire portal for accepting and evaluating Proposals. Please contact Bonfire at support@gobonfire.com for technical questions related to a submission. Respondents can also visit their help forum at <https://bonfirehub.zendesk.com/hc>.

7.9 WITHDRAWING A PROPOSAL

Prior to the Proposal Receipt Deadline, Proposals may be modified or withdrawn by the Respondent's authorized representative. After the Proposal Receipt Deadline, Proposals may not be modified or withdrawn without the consent of Milwaukee County. The Proposal Receipt Deadline is provided in the [RFP Summary Sheet](#).

7.10 EVALUATION AND SCORING

7.10.1 Preliminary Evaluation

The RFP Administrator will review all Proposals to determine if mandatory submission requirements and minimum qualifications are met. Preliminary Evaluation is made on a pass-fail basis. The Respondent assumes responsibility for meeting submission requirements and addressing all necessary financial, technical, and operational issues to meet the objectives of the RFP.

Basis for a determination of "pass":

Proposals that are in compliance with all mandatory submission requirements, including the submission of all requested documents in the form and format requested, and which evidence that the Respondent meets all minimum qualifications identified in [Section 2.1: Minimum Qualifications](#) will receive a score of "pass".

Basis for a determination of "fail":

Proposals that do not comply with all mandatory submission requirements, which are missing one or more documents, which have provided one or more documents in the form and format other than that requested in the RFP document, which include alternative proposals, and/or which evidence that the Respondent does not or cannot meet all minimum qualifications identified in [Section 2.1: Minimum Qualifications](#) will receive a score of "fail".

7.10.2 Proposal Scoring

An Evaluation Committee will be established by Milwaukee County to review and evaluate all Responsive Proposals based on the criteria outlined in [Section 4: Evaluation Criteria](#) following the steps below.

1. Upon completion of Preliminary Evaluations, all Proposals with a determination of "pass" will be provided to the Evaluation Committee.
2. Technical Proposals will be provided to the Technical Evaluators for scoring, and Price Proposals will be provided to the Price Evaluators for scoring. Technical and Price Evaluators are required to complete the initial round of scoring independently, and do not communicate with anyone regarding the content of Proposals.
3. Technical Evaluators assign points to Proposals for each criteria following a basic grading scale. Price Evaluators score Price Proposals with the highest score assigned to the lowest price. Milwaukee County reserves the right to perform cost and price analysis and to adjust scoring based on the analysis. The County may also issue clarifying questions to any Respondent based on the information obtained during that analysis.

4. Following independent evaluations, the Evaluation Committee may check references, conduct interviews or demonstrations, ask clarifying questions, request Best and Final Offers or meet to establish consensus scores, at the Evaluation Committee's discretion. If any of these supplemental activities will be scored separately from the existing criteria, the RFP Administrator will provide Respondents with the additional criteria.

7.10.3 Interviews and Demonstrations

The County may conduct interviews and/or demonstrations with one or more Respondents, at the discretion of the evaluation panel. Each qualifying Respondent will be provided a date as well as an indication of areas to be covered during the session. Milwaukee County reserves the right to adjust scoring based on the results of interviews and demonstrations.

7.10.4 Best and Final Offers

The County may request Best and Final Offers from any or all respondents following demonstrations. Best and Final Offers are supplementary to the original offer in the Proposal. Milwaukee County reserves the right to make an offer based on the original submitted Proposal, regardless of whether Best and Final Offers have been requested.

7.10.5 Notice of Intent to Award

After evaluating all Proposals, if the County has identified a winning Respondent, the Procurement Division will issue an Intent to Award notification via Bonfire.

Following the Intent to Award notification, the County will begin contract negotiations with the winning Respondent. If negotiations with the winning Respondent are unsuccessful, Milwaukee County reserves the right to proceed with Contract negotiations with other Responsive, Responsible, high-scoring Respondents.

The issuing department may be required to request final approval of any Contract by the County Executive and the County Board of Supervisors. If such final approval is required, the Contract will not be fully executed until the approval is granted.

7.11 PROTEST PROCESS

Protests or appeals related to this RFP are subject to the provisions of the Milwaukee County Code of Ordinances (MCCO), Chapter 110 (http://www.municode.com/Library/WI/Milwaukee_County). Only unsuccessful Respondents may submit protests.

Appellants must provide Notice of Intent to Protest in accordance with this section and MCCO Chapter 32. Protests must be made in writing. Protest documents should be as specific as possible and, at a minimum, must identify deviations from published criteria, County Ordinances, County Board Resolutions, rules, or other procedures that the appellant alleges were violated during the procurement process.

Appellants may request the summary scores of the Evaluation Committee. If requested, the scores will be provided without revealing the identities of the Evaluation Committee members.



The written Notice of Intent to Protest must be filed with the contacts below and received no later than five (5) working days after the Notice of Intent to Award is issued. No Protest may be filed outside of this timeframe.

Procurement Director

Milwaukee County Department of Administrative Services
633 W Wisconsin Ave, Ste. 901
Milwaukee, WI 53203
Procurement@MilwaukeeCountyWI.gov

With a copy to

Sara Torres

Sara.Torres@MilwaukeeCountyWI.gov

The decision of the Procurement Director regarding any Protest is binding. A Respondent may challenge the decision of the Director per the process in Section 110 of the Milwaukee County Code of Ordinances.

Milwaukee County may proceed to contract with the Respondent(s) selected, even if an appeal is still pending, if it is in the best interest of the County to do so.

8 ATTACHMENTS

The following Attachments are included with the RFP and are posted on the Bonfire Portal:

Attachment Number:	Document
Q-13VZ	Preliminary Evaluation Questionnaire
Attachment 1	Proprietary Information Disclosure Form
Attachment 2	EEOC Compliance Form
Attachment 3	Targeted Business Enterprise Forms
Attachment 4	Sworn Statement of Respondent
Attachment 5	Exceptions Form
Attachment 5a	Agreement Terms and Conditions
Attachment 6	Insurance Requirements
Attachment 7	Vendor Information Sheet
Attachment 8	Conflict of Interest Stipulation
Attachment 9	Certification regarding Debarment and Suspension