



**Milwaukee Mitchell International Airport ("MKE")  
Request for Proposal Number RFP-2023-060**

**Parking and Shuttle Operations Management**

**Issued:** October 25, 2023

**Response Due Date:** December 8, 2023, 4:00 PM CST

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

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# 1 RFP SUMMARY SHEET

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Request for Proposal Title:	Airport Parking and Shuttle Operations Management
Request for Proposal Number:	RFP-2023-060
RFP Issuing Office:	Procurement Division <i>on behalf of</i> Milwaukee Mitchell International Airport ("MKE")
RFP Issue Date:	October 25, 2023
Date and Location of Mandatory Pre-Proposal Conference:	November 9, 2023, 9:00AM-12:00PM CST Mandatory In-Person Meeting and Site Tour located at the Milwaukee Mitchell International Airport – Maitland Room Pre-Registration Details will be sent on Bonfire
Deadline for Receipt of Questions:	November 10, 4:00 PM CST
RFP Proposal Receipt Deadline:	December 8, 4:00 PM CST
Interviews (if applicable)	December 18th-19th. 2023
Service Starting Date (Projected):	April 1, 2024
Bonfire Portal:	<a href="https://countymilwaukee.bonfirehub.com/projects/108681/details">https://countymilwaukee.bonfirehub.com/projects/108681/details</a>
Bonfire Technical Support:	<a href="https://bonfirehub.zendesk.com/hc">https://bonfirehub.zendesk.com/hc</a> or <a href="mailto:support@gobonfire.com">support@gobonfire.com</a>
RFP Administrator:	<b>Sara Torres</b> Sara.Torres@MilwaukeeCountyWI.gov

## 2 INTRODUCTION AND BACKGROUND

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Milwaukee County ("County") invites responses to this Request for Proposal ("RFP") from qualified, experienced firms that can provide high quality parking and ground transportation management services at Milwaukee Mitchell International Airport ("Airport") on a twenty-four (24) hours per day, seven (7) days per week, each day of the year basis. Milwaukee County intends to award a five (5)-year contract with up to two (2) optional one-year renewals, at County's option, to the winning Respondent under this solicitation. The successful Respondent shall have the responsibility for management of the parking services including without limitation: cost effective parking management; establishing efficiencies and best practices; financial transactions including accurate cash handling; revenue control and financial reporting through the Parking Access and Revenue Control System ("PARCS"); providing a high level of customer service and hospitality to Airport patrons; ensuring service and work areas remain safe and secure to minimize accidents and injuries; providing a competent, productive, positive and well trained workforce; and maintaining timely and accurate records.

The successful Respondent will furnish all labor, on-site supervision, accounting, uniforms, materials, and supplies necessary to operate Airport's parking facilities in a first-class manner and to ensure prompt, safe, courteous, effective, convenient, and efficient service is provided to all users thereof. The successful Respondent shall operate Airport's parking facilities within an annual budget approved by the Airport and will be responsible for the payment of operating expenses related to the operation of the parking facilities. The successful Respondent will receive compensation and expense reimbursement as agreed upon by Respondent and Airport.

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 prove to be fully capable of providing the services described in [Section 3: Scope of Work](#). The County shall evaluate Proposals based on the criteria stated in [Section 4: Evaluation Criteria](#).

### 2.1 MINIMUM QUALIFICATIONS

To qualify for this opportunity, Respondents must demonstrate at least five (5) years' continuous experience in providing Airport parking and shuttle operations management at Airports of similar size and complexity. Demonstrated experience must have occurred within the last ten (10) years of the release of this RFP.

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. Disqualification or disbarment from participating in competitive solicitation by any other state, local, or federal government entity.
- d. Failure to demonstrate the required experience and capability.
- e. 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 overall Proposal will consist of a Technical Proposal that addresses the questions in [Section 5: Technical Proposal Content](#) and a Price Proposal that addresses 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-18IV)
- Proprietary Information Disclosure Form – **Note:** A 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.

In May of 2019 Milwaukee County became the first jurisdiction in the Country to declare racism a public health crisis. As a governmental body, Milwaukee County recognizes its power to make change at a systemic level, Milwaukee County passed an ordinance (Code of Ordinances - Chapter 108, Achieving Racial & Health Equity) that commits itself

to identify and address policies, practices, and power structures, whether intentionally or unintentionally, that work in favor of white people and create barriers for Black, Brown, Indigenous people, and people of color (BIPOC).

- The ordinance ensures racial equity is a top priority of Milwaukee County government and remains larger than any one government leader.
- The institutionalization of racial equity in the County's mission, vision, values, and services are of the utmost priority.
- Racism has been, is, and will continue to be, a public health crisis until race is no longer a predictor of quality or length of life in Milwaukee County.
- The vision of the County is "By achieving racial equity, Milwaukee County is the healthiest county in Wisconsin."
- Equity involves trying to understand and give people what they need to enjoy full, healthy lives.
- Milwaukee County has a county-wide goal to improve equitable service delivery and develop an organizational culture of equity.

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

#### **2.4.1 Introduction to Procurement**

The Procurement Division of the Department of Administrative Services 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 Department of Public Works in the sale of surplus or obsolete supplies, materials, or equipment.

#### **2.4.2 Introduction to Office of Economic Inclusion**

The Office of Economic Inclusion (OEI), a Division of the Department of Administrative Services, is responsible for monitoring and enforcing Milwaukee County Target Enterprise (MCTE) Ordinance for inclusion of small or disadvantaged businesses. Target firms include DBE firms certified under the Wisconsin Unified Certification Program following Federal regulations, WBE and MBE certifications from the State of Wisconsin DOA, SBE firms certified by Milwaukee County, and SBE firms meeting SBA size standards and listed in the SAM directory.

#### **2.4.3 Introduction to Milwaukee Mitchell International Airport**

##### **2.4.3.1 General**

Milwaukee County owns and operates through its Department of Transportation, the Airport, as well Timmerman Airport, a reliever 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.

There are currently 9 air carriers serving MKE on two Concourses:

1. CONCOURSE C: Southwest, United
2. CONCOURSE D: Alaska, American, Frontier, Delta, JetBlue, Spirit, Sun Country

The following are passenger statistics covering air traffic at MKE for the past 10 years:

Year	Enplaned	Deplaned	Total
2012	3,780,315	3,734,755	7,575,070
2013	3,266,309	3,258,872	6,525,181
2014	3,278,820	3,275,332	6,554,152
2015	3,277,356	3,271,997	6,549,353
2016	3,383,271	3,374,086	6,757,357
2017	3,452,544	3,452,126	6,904,670
2018	3,548,817	3,547,897	7,096,714
2019	3,449,987	3,444,907	6,894,894
2020	1,309,967	1,317,248	2,627,215
2021	2,259,674	2,264,671	4,524,345
2022	2,720,768	2,718,287	5,439,055

#### 2.4.3.2 Parking and Ground Transportation

MKE has an inventory of approximately 13,064 parking spaces throughout its facilities: 11,841 public parking spaces, 1,194 employee parking spaces and 29 cell phone waiting spaces. The parking management agreement will encompass the oversight/management of all parking facilities and operations including the Daily/Hourly Garage, Surface Lot, Saver A/B Lots, Milwaukee Airport Rail Station (MARS) Lot, Employee Lots, Curbside Valet, and Ground Transportation Operations.

#### 2.4.3.3 Parking Facilities

- A. Parking Garage - The six story Elevated Parking Structure is separated by three sections located in front of the Airport terminal and has approximately eight thousand one hundred and three (8,103) spaces used for daily and hourly parking. The Daily section of the garage has four (4) entry lanes with license plate recognition (LPR) and CCTV cameras, and the Hourly section has three (3) entry lanes with LPR and CCTV cameras. Both Daily and Hourly sections exit through the main exit plaza which has 13 exit lanes consisting of eleven (11) automated credit card only lanes and two (2) automated credit card/cash lanes. One of the automated credit/cash lanes also includes a cashier workstation with register. LPR and CCTV cameras are mounted in each exit lane. Located inside the parking garage are rental car leased space areas. On level 1 there is a total 193,300 square feet of space allocated to rental car operations. On level 2 there is 70,200 square feet of space allocated to rental car operations. The rental car space is maintained by the rental car companies; parking operator will have no responsibilities in these areas.
  
- B. Surface Lot - Located just south of the Parking Garage and across the Airport entry road is the Surface Lot, with approximately five hundred and fifty (550) spaces. This lot has one (1) cashier booth with workstation and register, one (1) credit/cash exit lane, and two (2) entry lanes. LPR and CCTV cameras are mounted in each entry and exit lane. Airport guests walk directly to the terminal from this lot; there is no shuttle service provided.

- C. Saver Lot A - Saver Lot A is located about one-third (1/3) mile west of the Parking Garage. It has approximately one thousand six hundred and ninety-nine (1,699) spaces. A twenty-four (24) hour shuttle service is provided between the Terminal and Saver Lot A. This lot has one (1) cashier booth with cashier workstation and register, one (1) credit/cash exit lane and one (1) credit card only exit lane and two (2) entry lanes. LPR and CCTV cameras are mounted in each entry and exit lane.
- D. Saver Lot B - Saver Lot B is located about one-half (1/2) mile west of the Parking Garage. It has approximately one thousand one hundred and fifty-four (1,154) spaces. A twenty-four (24) hour shuttle service is provided approximately two (2) months per year but expands as parking demand increases. This lot is not available when Saver A is open, it is strictly used as an overflow lot. When the lot is closed, no shuttle service is provided unless a returning customer's vehicle is currently parked at the location after the lot was shut down due to seasonal demand decreases. Saver Lot B has two (2) entry lanes and two (2) exit lanes. One exit lane is credit card only, one exit lane is credit/cash. The credit/cash exit lane also has a booth with counter space. LPR and CCTV cameras are mounted in each entry and exit lane.
- E. Milwaukee Airport Rail Station ("MARS") Lot - The MARS Lot is located slightly northwest of Saver Lot B with approximately two hundred eighty-three (283) spaces. This lot has two (2) entry lanes and three exit lanes, (1) credit/cash lane and 2 credit card only lanes. LPR and CCTV cameras are mounted in each entry and exit lane. Shuttle service is provided on a 24x7 basis and additionally meets each arriving train at the station for guest use to Terminal.
- F. Valet Parking – Currently, valet parking is located on level one-yellow of the Parking Garage and is comprised of Fifty-two (52) parking spaces. Valet staff/podium are stationed on the ticketing roadway on the west curbline. All guests utilizing valet will drop off and pick up their vehicle from the Ticketing roadway where the valet podium is located. The number of valet spaces is adjusted overtime to meet the demand.
- G. Employee Parking Facilities
- I. Main Employee Lot A - The Main Employee Lot is a surface parking lot with approximately one thousand one hundred and sixteen (1,116) parking spaces. A twenty-four (24) hour shuttle service is provided to Airport staff who utilize the parking lot. This shuttle service is separate from the patron shuttle service to the Saver Lots and MARS Lot. Access to this lot is controlled by County-issued hangtags. The Main Employee Parking Lot A - The largest employee parking area, often referred to as the Employee Parking Lot, is located on the west side of the Airport along Hutsteiner Road and Howell Avenue, just northwest of the Garage.
- II. Employee Lot B - Employee Lot B also known as the "Admin Lot" is a surface parking lot with seventy-eight (78) parking spaces. The Employee Lot B is west of the Airport Administration Building. Each parking spot is numbered and assigned to one person on a 24x7 basis. Station Manager's Parking Area (also part of Employee Lot B) – This small area has five (5) parking spots for station managers on a 24x7 basis. It is located near the Loading Dock next to the trash compactor area.



The following table provides an overview of parking facilities, and attached *Exhibit A Facilities* shows the locations of the facilities.

Designated Parking Areas of Public, Employee, and Other Parking Facilities					
	Spaces	Levels	Entry Lanes	Exit Lanes	Description
Parking Garage	7,660	6	4	13	Daily Parking
Parking Garage	443	1	3	13	Hourly Parking
Surface Lot	550		2	1	Daily Parking/Large Vehicle Parking
Cell Phone Lot	29		1	1	Surface Lot
Saver Lot A	1,699		2	2	Surface Lot/Long Term Parking
Saver Lot B	1,154		2	2	Surface Lot/Long Term Parking
MARS Lot	283		2	3	Surface Lot
Valet Parking	52				Valet Parking
Main Employee Lot A	1,116		1	1	Employee Permit Parking
Employee Lot B	78		1	1	Employee Permit Parking

In 2019, prior to COVID-19, parking revenue at MKE was over \$29 Million. Following COVID-19, MKE has slowly seen steady increases in parking guests and passengers and is on pace to capture over 95% of 2019's parking revenue in 2023. The following shows revenues and expenses since 2017.

Year	Revenue	Expenses	Net Revenue
<b>2023 Projected</b>	\$ 28,620,000.00	\$ 5,250,000.00	\$ 23,370,000.00
<b>2022</b>	\$ 25,847,012.15	\$ 4,057,650.21	\$ 21,789,361.94
<b>2021</b>	\$ 18,600,363.02	\$ 3,826,062.80	\$ 14,774,300.22
<b>2020</b>	\$ 11,248,100.39	\$ 3,526,284.05	\$ 7,721,816.34
<b>2019</b>	\$ 29,333,663.22	\$ 5,779,216.52	\$ 23,554,446.70
<b>2018</b>	\$ 30,177,078.27	\$ 5,569,280.22	\$ 24,607,798.05
<b>2017</b>	\$ 28,171,567.50	\$ 5,407,289.95	\$ 22,764,277.55
<b>Total</b>	<b>\$ 171,997,784.55</b>	<b>\$ 33,415,783.75</b>	<b>\$ 138,582,000.80</b>

Parking is the first and last interaction guests have with the Airport experience. As such, it is imperative that the Airport contracts with an experienced and qualified parking operator that will continue to help grow the MKE Parking brand, provide first class customer service, and be the face of parking operations on the Airport’s behalf.

### 3 SCOPE OF WORK

This RFP is issued by the County who seeks respondents to provide management and operation of public and employee parking, courtesy shuttles, ground transportation operations and valet parking. The scope of work is used as a general guide and is not intended to be a complete listing of all work necessary to complete the contract. The services procured through this RFP are set forth in the attached Parking Management Agreement (“Agreement”) [Attachment 5a Agreement Terms and Conditions](#).

All items listed in the Scope of Work shall be included in an Operations and Procedures Manual (“Operations Manual”) to be created, maintained, and utilized by the successful Respondent. The Operations Manual is a critical element of a successful operation of all parking facilities and ground transportation activities at the Airport. The Operations manual describes and sets forth many of means and methods to deliver the services sought herein.

The Successful Respondent shall create and submit a preliminary Operations Manual forty-five 45 days in advance of the start of operations for review and approval. It is a material condition that the Successful Respondent prepare the Operations Manual in advance; however, since the Operations Manual is essentially a living document, it is reasonable to expect that some components of the manual may not be fully complete prior to the start of operations.

#### 3.1 MANAGEMENT AND REVENUE COLLECTION/REPORTING

Respondent shall provide the overall management and revenue collection/reporting of all parking facilities and ground transportation activities at Airport.

Respondent shall provide and ensure parking management and ground transportation services are provided in accordance with the Operations Manual and according to the terms and conditions of this Agreement provided by the Airport. Respondent shall have the responsibility for management of the Managed Services including without

limitation: cost effective parking management; establishing efficiencies and best practices; financial transactions including accurate cash handling; revenue control and financial reporting through the PARCS; providing a high level of customer service and hospitality; ensuring work and service areas remain safe and secure to minimize accidents and injuries; providing a competent, productive, positive and well trained workforce; and maintaining timely and accurate records, all in accordance with the Operations Manual.

Respondent shall provide other special services to the County on an as needed and as directed basis. Such items performed by Respondent are not part of the scope and are excluded from the net income for purposes of calculating the incentive fee, including:

- Towing and impounding of vehicles;
- Additional landscaping responsibilities;
- Other periodic special requests from MKE.

### **3.2 PARKING ACCESS AND REVENUE CONTROL SYSTEM ("PARCS")**

The successful Respondent shall operate the Airport's PARCS, including any modifications and expansions that may occur during the term of the agreement or any extension. TIBA is the current PARCS and TAPCO is the service provider. Respondent shall be responsible for reporting all maintenance activities associated with the PARCS as listed below.

1. Provide Level 1 PARCS repair responsibilities for TIBA and other equipment as identified by the County which is considered "general upkeep" of the equipment, including but not limited to cleaning of the external finishes of PARCS (tops, screens, cameras, gate arms, rate signage or signage for PARCS at entry/exit, bollards that protect PARCS.)
2. Simple repair of PARCS consisting of but not limited to; load/unload tickets/receipt paper, clearing any jams from cash or paper handling mechanisms, re-attaching gate arms that have become dislodged due to impact.
3. Manage service calls to PARCS vendor, including reporting on PARCS vendor performance in responding to and resolving maintenance and repair issues.

Respondent affirms that it understands and is capable of efficiently operating the PARCS to the system's fullest capability, including, license plate recognition, space capacity control, various reporting capabilities and other subsystems not identified herein.

Respondent will train its employees in the proper use of the Airport's PARCS in accordance with the Operations Manual. Respondent, using the PARCS equipment, shall provide for the collection, distribution and storage of information; data reconciliation and audit; auditing of accuracy of the cashiers and all automatic transactions through PARCS; on-line transactions and other data inquiries; system status monitoring and reporting and correction; and data backup and management for the development of manual and computer-generated reports, all in accordance with the Operations Manual.

The PARCS includes software developed at the County's expense for use in Respondent's operations; such software is proprietary to the County and the manufacturers. Respondent shall not copy, assign, sell or use the software for purposes not authorized by this Contract except with the prior written approval of the County.

### **3.3 MAINTENANCE OF PARCS**

Airport is financially responsible for the maintenance, repair, and servicing of the PARCS directly or through a third-party vendor. Nevertheless, Respondent shall load ticket dispensers, clear ticket, receipt, and bank-note jams, load receipts and provide such assistance as Airport may from time-to-time request including, but not limited to, routine cleaning of the external finishes of ticket issuing machines, gates, booths and signage. Respondent will not perform any work on the PARCS other than that specifically stated herein or requested by Airport in writing. Respondent shall reimburse Airport for service costs incurred as a result of Respondent's failure to perform routines related to operating the revenue control system according to the Operations Manual or damages caused to PARCS by Respondent. Respondent shall inspect the PARCS on a daily basis and report any problems or malfunctions to Airport designated personnel within thirty (30) minutes of discovery of such problem.

### **3.4 JANITORIAL AND FACILITY MAINTENANCE**

Respondent shall provide Janitorial and Facility Maintenance Staff to maintain all parking areas to industry standard cleanliness. Besides the typical cleaning done throughout the parking facilities, some areas have unique cleaning responsibilities and are listed below but will be detailed in the parking management Operations Manual.

- Parking Garage
  - Vacuuming carpeting and cleaning entire 3<sup>rd</sup> floor skywalk including sailboat area and meditation room area, windowsills and seating.
  - Cleaning the rails, glass sides and stainless steel of moving walkways in skywalk, including other stainless steel throughout walkway.
  - Cleaning of inside and outside of 4 sets of elevators and lobby areas.
  - Cleaning of the inside and outside of all windows of the skywalk quarterly.
  - Power sweeping full garage at least twice per year when weather allows with County sweeper.
  - Clean and stock bathrooms located on the North and South of the Rental Car counters.
  - Cleaning of the flooring of the Rental Car lobby area.
  
- Amtrak Station (MARS)
  - Cleaning of flooring, seating, walls, windowsills
  - Clean and stock one set of bathrooms.
  - Trash removal from inside/outside station
  - Cleaning of outside/inside of all windows at the station quarterly.
  
- Parking Administration Building
  - Cleaning of tile flooring and carpeting

- Trash removal
- Clean and stock one set of bathrooms
- Cleaning of breakroom/kitchen area
- Cleaning of all offices/rooms
- TNC and Taxi Hold Lots
  - Clean up/sweep debris throughout
  - Empty trash cans
  - Clean and stock bathrooms at Taxi lot

### **3.5 SHUTTLE OPERATIONS**

Respondent will manage and operate the Airport's Shuttle Vans that serve Saver A and B Lots, the Employee Lots, and the MARS Lot, up to twenty-four (24) hours per day, seven (7) days a week while maintaining airport's headway goals.

Shuttle vans will be mechanically maintained and the interior such as upholstery will be updated by the County, but interior/exterior cleaning and vehicle washing will be performed by the parking operator. Operator must coordinate mechanical and interior maintenance with the Airport and County.

Current shuttle operation includes a trunk to terminal service in the Saver A/B Lots. Airport is happy with this service, but Respondent is free to propose their own vision/plan for the shuttle operation.

Normal fleet consists of 12 shuttle vans; 8 currently in operation, 3 new shuttle vans are pending delivery sometime in 2024.

### **3.6 GROUND TRANSPORTATION**

The successful Respondent shall provide oversight and management of the Ground Transportation operations at the airport. These functions include; Taxi dispatching, TNC operations oversight, coach bus operations, courtesy shuttles, Limo pick-ups and customer service duties. The Ground Transportation booth located on the center median of Baggage Claim drive shall be staffed with an attendant 24 hours a day – 7 days a week.

### **3.7 MANAGEMENT OF CURRENT PARKING PROGRAMS/SYSTEMS**

Respondent shall manage Airport parking programs currently operating and/or additional Programs/Systems that County may bring on board. Current Programs/Systems are listed below.

- MKE SmartPark – Reservation and Loyalty application/system. System is provided by NetPark and integrated with Airport’s PARCS for a frictionless parking experience.
- Dispatch on Demand (“DOD”) – Taxi dispatch system. DOD also operates Limo lane (standalone Federal APD PARCS) transactions and is also used at the Employee Lot B for entry access (using standalone Skidata PARCS).
- GEOTAB – GPS monitoring of MKE courtesy shuttles

### **3.8 VALET PARKING**

Currently, an independent operator operates valet services at the Airport. If County desires to continue providing valet services at the Airport, the successful Respondent shall manage and operate the Curbside Valet operation under the Agreement. Valet staging area is located on the Ticketing drive and vehicles are parked within an assigned area on Level 1 of the parking garage (currently 52 total spaces are reserved for valet). Respondent shall provide an operating plan that describes Respondent’s vision for Curbside Valet, including technology used, target market, and a proposed staffing schedule. Preferred a minimum staffing schedule to be no less than 4:00 A.M. – 12:00 A.M.

Airport shall not be liable for claims due to damage or theft of customer’s vehicle or property in the operation of valet services.

Valet operations at the Airport began December 2018. Historical revenues are as follows:

2022 Gross Revenue - \$213,483

2023 Projected Gross Revenue - \$285,987

### **3.9 PUBLIC PAGING AND INFORMATION DESK**

Respondent shall provide patron-facing staff at Airport Terminal to operate the Public Paging and Information Desk services. This is located at the Information Desk in the center of the Airport Terminal. Public Paging and Information Desk services are managed and coordinated by the Airport Marketing and Communications Team, including provision of all supplies and training of Respondent’s employees. Respondent shall provide adequate staff at the desk commensurate with the approved Public Paging and Information Desk operating schedule as detailed in the Operations Manual. Respondent’s proposal shall address these services based on the current operating schedule of approximately 11 hours of coverage Sunday through Saturday, from 5:00 A.M. to 9:00 A.M. and from 5:00 P.M. to 12:00 A.M. Holiday coverage shall be approximately 19 hours, from, 5:00 A.M. to 12:00 A.M. Additional hours or changes to this schedule shall be communicated via email to operator with no less than five (5) days advance notice. In the event of emergency staffing changes, Respondent shall use best efforts to accommodate unplanned changes or additions to the operating schedule. County may require some or all of the Public Paging and Information Desk staff to be bilingual.

### **3.10 AIRPORT EMPLOYEE PARKING PROGRAM**

The successful Respondent shall implement a complete employee parking program, as determined in collaboration with and approval of County. Program shall include the successful Respondent's responsibility to issue, manage, and recover employee parking permits, invoice/bill and collect applicable parking fees. The successful Respondent shall also develop and implement an enforcement plan for the employee parking lots, subject to approval by County.

Respondent's proposal shall include a theory of operations for the program.

Employees who are eligible for Airport employee parking may include all employees with a valid Airport ID, approved contractors and Airport Commuters. Airport will provide a method for the operator to validate eligibility.

Currently, employee parking permits are paid on a calendar year basis and prorated based on months remaining in the year.

### **3.11 MARKETING PLAN**

Respondent shall provide innovative and proactive parking marketing, which is critical in order to maintain the highest level of customer service to retain and attract new customers from parking competition outside of the Airport while protecting and preserving the Airport's largest non-aeronautical revenue source. Respondent will develop a strategy to work with Airport to increase customer loyalty and awareness of MKE's parking products. At a minimum, this strategy must cover:

- Existing customer retention strategies
- New customer acquisition strategies
- Plan for use of existing loyalty and reservation systems and data
- Competitive analysis
- Valet marketing plan
- Corporate outreach plan
- Rate optimization plan

Respondent will include their proposed marketing plan covering these points as well as any additional salient items for consideration.

### **3.12 SECURITY PLAN**

Respondent shall provide a detailed security plan to ensure the sufficient security for parking customers and customer service personnel acceptable to the County. This security plan will include the use of existing parking operations vehicles as well as foot patrol by parking personnel, panic alarm testing, coordination with Airport Law Enforcement, CCTV camera surveillance and recommendations of additional camera coverage which may be added to the program by Airport.

### 3.13 SNOW/ICE REMOVAL

Respondent shall provide snow and ice removal for all parking facilities and ensure parking areas, walkways and drive lanes are safe for guest use. Manager shall not use any chemical and/or material prohibited for on-airport use or that are known to potentially cause damage to aircraft or the Airport parking structure. Below provides a list of the snow responsibilities, and attached *Exhibit B Snow Responsibilities* shows the location of snow responsibilities. Full snow operation procedures will be detailed in the Ops Manual.

- Employee Lot A, B and Station Manager Lot
  - Parking Lots
  - Sidewalk from Howell Ave to the Milwaukee County Sheriff Office checkpoint on Hutsteiner Dr.
  - Small drive lane/lot north side of Boiler House
- Parking Garage
  - Daily Entry starting from entry roadway to Helix
  - Hourly Entry starting from entry roadway, through kiosks into garage
  - Roadways leading out of Garage/Helix, exit plaza area leading to main roadway
  - Drive lane around Electrical Distribution Building
- Surface Lot
  - Parking lot, Cell phone lot, Bus Lane around lot and sidewalks
- Saver A Lot
  - Parking lot, UPS parking lot across street
- Saver B Lot
  - Parking lot, entry/exit lanes
- MARS Lot
  - Parking lot, bus loop around lot, entry/exit lanes
- Baggage Claim
  - East and West sidewalks leading through Baggage Claim
- Ticketing
  - East and West sidewalks leading through Ticketing drive



## 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)	Weight
Preliminary Evaluation	All Proposal Materials Provided ( <a href="#">7.8.4</a> ; <a href="#">7.10.1</a> )	P/F
	Targeted Business Enterprise Qualification ( <a href="#">7.7.6</a> )	P/F
	Minimum Qualifications Met ( <a href="#">2.1</a> )	P/F
Technical Proposal Evaluation	Profile and Experience ( <a href="#">5.1</a> )	20%
	Theory of Operations (Proposed Approach) ( <a href="#">5.2</a> )	35%
	Understanding of County's Needs ( <a href="#">3</a> ; <a href="#">5</a> )	15%
Price Proposal Evaluation	Price Proposal ( <a href="#">6</a> )	30%
<b>TOTAL SCORE</b>		___/100

## 5 TECHNICAL PROPOSAL CONTENT

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The following sections and questions represent the basis for content to be provided in the Technical Proposal. Respondents 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 each question/request (including the number) and Section title (ex: **5.1 Profile and Experience**), in the order as outlined in the RFP, and provide your responses under the text of each question/request. This will help ensure that all questions/requests are answered and make it easier for the evaluation team to review.

### 5.1 PROFILE AND EXPERIENCE

This section should provide all relevant information regarding Respondent's unique capabilities as a provider of Airport parking management.

1. Provide a complete description of the organizational structure of the Respondent, i.e., corporation, partnership, sole proprietorship, limited liability company, joint venture.
2. Provide a full description of prospective Respondent's history, including number of years in business and any changes in ownership.
3. Demonstrate prospective Respondent's familiarity with, and successful management of, a comprehensive parking, shuttle bussing, and commercial ground transportation system with similar operating conditions, size of facilities, and revenue generation as parking operations at the Airport. Provide the following:
  - a) The number, and a full description, of a maximum of five (5) parking, shuttle bus, and ground transportation, or combined parking management contracts currently held by Respondent that are similar to parking operations at Airport.
  - b) Length of the current contracts and expiration dates.
  - c) Audited gross revenues for parking contracts and ground transportation contracts in calendar years 2019, 2021 and 2022. **Note:** In the Bonfire section "Requested Information", upload the requested documents in the "Audited Gross Revenues" field.

Respondent shall demonstrate business qualifications, commitment, financial stability, capacity and resources, and technical capabilities necessary to fulfill all services specified and required to successfully operate at Airport. Provide a brief description of the Respondent's size and organization structure.

Provide:

1. Two (2) recent annual financial statements including a Consolidated Balance Sheet, Consolidated Income Statement, Consolidated Stockholder's Equity Statements, Consolidated Cash Flows, and Notes to the Financial Statements. Include all lines of credits the County should consider in its evaluation. **Note:** In the Bonfire section "Requested Information" upload the requested documents in the "Financial Statements" field.
2. If Respondent is a JV, provide a description of each organization, relationships, and defined responsibilities of all members of the JV. Describe any previous associations of the JV Partners. JV Partners shall demonstrate proven experience in managing and leading a successful parking operation similar to Airport.
3. Identify and provide resumes for all staff who will serve as Key/Lead Team Members, including; Supporting Executive Team and proposed local onsite Management Team that will overseeing operations. Note – the proposed onsite Management Team must be dedicated 100% of the time to the Airport Parking Management Contract. Include who will be the main contact for the County. Proposals lacking such information may be rejected as non-responsive.
4. Attach an organizational chart that illustrates the team structure related to this operation at the Airport and includes all levels and positions. Include the anticipated integration/interaction expected with County staff. Also note the name and title/role for each team member in the organizational chart.
5. List and provide the description of services provided for the following; include applicable dates and locations where experience was acquired:
  - a. Medium Hub commercial service Airports and/or other Airports similar to MKE.
  - b. Current USA Airport operations
  - c. Operation and Maintenance of TIBA PARCS
  - d. Airport shuttle operations
  - e. Airport valet operations
  - f. Airport parking facility construction/repair projects
  - g. Corporate and/or frequent parker programs at Airports
  - h. Yield management and dynamic pricing models at Airports
  - i. Revenue management programs at Airports
  - j. Airport data analytics
  - k. Online reservations systems at Airports
  - l. Airport parking marketing programs
6. Affiliate Relationships - Respondent, shall disclose the names and relationships of all sub-contractors and affiliates of Respondent that have or will have agreements to provide goods and/or services under the Agreement. As used herein, the word "affiliate" is defined as a person, business, or other entity that Respondent, directly or indirectly and/or through one or more intermediaries, controls or is controlled by, or is under common control with, Respondent and/or who has a business relationship with Respondent with respect to Respondent's performance under the Agreement. As used herein, the word "control" means the right and/or power, directly or indirectly and/or through one or more intermediaries to direct or cause the direction of any part of the management and policies of a person, business, or other entity through ownership of voting securities and/or by contract and/or otherwise.
7. Has Respondent ever had a contract, for the general type of services sought by the County, terminated for non-compliance or inadequate performance? If yes, provide details.
8. Have there been any instances where Respondent failed to meet contractual milestones, deliverables, or quality standards? If yes, provide details and explain how these issues were resolved.

## 5.2 THEORY OF OPERATIONS (PLANNED APPROACH)

Respondent shall provide detailed Theory of Operations for how they will specifically execute the services or work associated with each task specified in this RFP. Describe Respondents proposed methods for protecting revenue and minimizing operating expenses without reducing employee wages and benefits. Please also include responses to the below sections.

1. Describe and demonstrate Respondent's understanding of the scope of work and requirements specific to the Airport's parking operations.
2. Describe Respondent's understanding of Milwaukee County's vision to become the healthiest county in Wisconsin through the achievement of racial equity. What commitments will Respondent make to the vision, and how will they be implemented?
3. Describe Respondent's proposed methods for enhancing customer service levels.
4. Describe Respondent's proposed proactive customer service enhancements and innovations such as use of new technologies to save time and money to the operations and enhance the customer experience.
5. Describe Respondent's operating plan for maintenance of the parking facilities and security enhancements to provide a clean, orderly, and safe experience for customers.
6. Explain Respondent's proposed staffing plans for current conditions.
7. Describe Respondent's proposed methods for maintaining high employee morale and retention.
8. Describe Respondent's proposed methods for cash handling.
9. Describe Respondent's proposed methods for auditing.
10. Describe Respondent's proposed methods for increasing marketing and public parking loyalty and net revenues (i.e., marketing efforts),
11. Describe Respondent's proposed methods for minimizing material expenses.

### **Project Team and Staffing Management**

1. Provide a short resume of the persons the Respondent intends to appoint as general manager and the respective assistant managers/supervisors for the Operations. Provide experience and qualifications for these positions.
2. Describe the management support program. Provide names, titles, experience, and job descriptions of Respondent's employees who would supervise and/or advise the general manager. If unknown at the time of the proposal, provide qualifications for these positions. Provide details on Respondent's on-going management training program(s).
3. Describe (a) how Respondent's company will maintain a positive relationship with its workforce, to prevent disruption of services at the Airport; and (b) the minimum level of working conditions your company will maintain for its Airport employees.
  - a. What compensation and incentive plans, paid time-off, health care and other benefits, training programs, advancement opportunities, employee-employer communications strategies, safety policies and programs, etc., does Respondent's company offer its Airport employees, including hourly and non-hourly?
  - b. Describe Respondent's company's approach to the following issues:
    - i. Workforce diversity, equity, and inclusion.
    - ii. Maintaining positive relationships with its employees to prevent disruption of services.

- iii. Communications between employees and management.
    - iv. Resolving disputes between employees and management.
  - c. Describe any other strategies Respondent's company is committed to for maintaining a positive relationship with its workers to prevent disruption of services at the Airport, and for maintaining a minimum level of working conditions for workers at the Airport.
4. Describe how Respondent prepares and handles staffing problems and shortages. How will Respondent ensure that staffing levels are adequate to respond to increasing needs, including emergencies?
5. Describe the training plan provided by Respondent to all employee levels, along with any applicable manual(s) or material (customer service training included). Copies of these documents shall not count towards the maximum allowed number of proposal pages.

### **Customer Service**

1. By using examples from other parking, shuttle, and ground transportation facilities that Respondent manages, and that are similar to Airport, state how Respondent would ensure and enhance customer service and the customer experience at Airport.
2. Provide a brief description of how Respondent measures quality of customer service and describe the customer service policy and how it plans to implement it at Airport.

### **Project Management**

1. Explain how Respondent will manage the transition process from one operator to another prior to commencement of the Agreement in terms of project management.
2. Provide Respondent's experience in managing day-to-day operations during a significant construction or rehabilitation projects such as traffic bearing membrane work in the parking structure, rehabilitation of parking lot surfaces and roadways that would impact shuttle routes and guest/employee parking. Provide examples of projects Respondent has managed and explain the measures used to maintain consistency in operation, revenue projection and customer service levels during the projects.

### **Transition Plan**

1. Describe in detail your proposed transition plan. Both the incumbent and new vendors should address this question, considering all transition activities required by your proposal.
2. Describe your experience effecting smooth transitions either from an incumbent parking provider or in implementing new programs.
3. Provide information showing steps to be taken to improve parking operations and management at the Airport.

## 6 PRICE PROPOSAL CONTENT

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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/NARRATIVE

Provide a proposed fixed fee, detailed operating budget and components, including staffing and all expenses related to the management of the airport parking portfolio. Complete the budget form, fee, and staffing inputs for each year of service from “Year One” (2024) through “Year Five” (2028) using [Attachment 10 – Price Proposal Forms](#).

If including an Incentive Fee, please include proposed KPIs for incentives and how such KPIs will be measured. Performance based measures (KPIs) can include but are not limited to:

- NOI
- Overtime percentage
- On time-complete and accurate reporting
- Customer feedback and employee satisfaction scores
- Budget attainment
- Audit scores
- Appearance and cleanliness of parking facilities
- Shuttle service and maintenance management
- Meeting shuttle headway
- Employee incident claims

If desired to include an employee incentive program, please list and describe it here.

## 7 RFP PROCESS

### 7.1 DEFINITIONS

Term	Definition
<b>Agreement/Contract</b>	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 Respondent.
<b>Alternative Proposal</b>	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.
<b>Bonfire / Bonfire Portal</b>	<p>Bonfire / Bonfire Portal are used interchangeably throughout the RFP. Both refer to Milwaukee County's Bonfire Portal located at <a href="https://countymilwaukee.bonfirehub.com/projects">https://countymilwaukee.bonfirehub.com/projects</a>.</p> <p>The Bonfire Portal is used as the sole method of communication under this RFP and will provide RFP details, addenda, the ability to ask questions, and other RFP Administration functions.</p>
<b>OEI</b>	OEI means Milwaukee County's Office of Economic Inclusion, a Division of the Department of Administrative Services.
<b>Respondent</b>	The Respondent is a winning Respondent who has been awarded a Contract under this RFP.
<b>County</b>	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, acting on behalf of its Department of Human Resources
<b>Errors</b>	Errors are defined as mistakes or inaccuracies made in the RFP document and/or other official correspondence from Milwaukee County regarding this solicitation.
<b>MCCO</b>	MCCO means the Milwaukee County Code of Ordinances, accessible at <a href="https://library.municode.com/wi/milwaukee_county/codes/code_of_ordinances">https://library.municode.com/wi/milwaukee_county/codes/code_of_ordinances</a>
<b>Minor Irregularities</b>	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.

<b>Omissions</b>	Omissions are defined as any failure of Milwaukee County to provide complete information or instructions in the RFP document or other official correspondence.
<b>Proposal</b>	The Proposal is Respondent’s materials submitted in response to the RFP, including all requested information listed in all Attachments.
<b>Respondent</b>	A Respondent is any offering vendor who prepares or submits a Proposal.
<b>Responsible Vendor / Responsible</b>	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.
<b>Responsive Vendor / Responsive</b>	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.
<b>Scope of Work</b>	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.
<b>Solicitation</b>	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.
<b>Substantially Similar Service</b>	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 does not relieve the Respondent of its obligation to fulfill the requirements as posted.

#### **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 Respondent 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 the Proposal itself. 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), 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 AND SITE TOUR**

A mandatory Pre-Proposal Conference and Site Tour 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 question 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 using the "Opportunity Q&A" function under the "Messages" tab of the Bonfire portal.

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 sub-Respondent 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 OEI and Targeted Business Enterprise Goals***

The Office of Economic Inclusion (OEI), a Division of the Department of Administrative Services, is responsible for monitoring and enforcing Milwaukee County Target Enterprise (MCTE) Ordinance for inclusion of small or disadvantaged businesses. Target firms include DBE firms certified under the Wisconsin Unified Certification Program following Federal regulations, WBE and MBE certifications from the State of Wisconsin DOA, SBE firms certified by Milwaukee County, and SBE firms meeting SBA size standards and listed in the SAM directory.

Meeting TBE project participation goals may be achieved utilizing any combination of TBE firms, whether DBE, SBE, MBE, or WBE. There are no percentage goals assigned directly to any of the types of firms. This allows for increased participation by providing opportunities for multiple certifications to be included in the project. TBE Primes will receive credit towards the goal for work they self-perform.

#### ***7.7.6.2 TBE Requirements for this Project***

Respondents must submit a signed *Commitment to Contract with TBE* (TBE-14) forms, one for each of the TBE firms included to meet the participation goal. TBE-14 form(s) must identify:

- (1) the TBE firm by name and address,
- (2) the scope of service(s) to be provided,
- (3) the dollar amount and
- (4) the percentage.

The TBE-14 form is first completed and signed by the Respondent, then forwarded to the TBE subconsultant for signature in the affirmation section. Signatures must occur in the proper date order sequence, or the form may be considered non-responsive. The County is entitled to reject a Respondent's 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). The County will review the Certificate and determine whether the Proposal is responsive based upon the information provided.



### ***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 Respondent and TBE subconsultant(s), documentation that would indicate level of compliance. If the Respondent is not in compliance with the specifications, the County will notify the Respondent in writing of the corrective action that will bring the Respondent into compliance. If the Respondent fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:

- b.** Terminate or cancel the contract, in whole or in part.
- c.** Remove the Respondent from the list of qualified consultant/service providers and refuse to accept future proposals for a period not to exceed three years.
- d.** 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.
- e.** If the Respondent 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](mailto: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”	<a href="http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx">http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx</a>
Minority Owned Business “MBE”	<a href="http://www.doa.state.wi.us/Divisions/Enterprise-Operations/Supplier-Diversity-Program">http://www.doa.state.wi.us/Divisions/Enterprise-Operations/Supplier-Diversity-Program</a>
Women Owned Business “WBE”	<a href="http://www.doa.state.wi.us/Divisions/Enterprise-Operations/Supplier-Diversity-Program">http://www.doa.state.wi.us/Divisions/Enterprise-Operations/Supplier-Diversity-Program</a>
Milwaukee County Small Business Enterprise “MC SBE”	<a href="https://mke.diversitycompliance.com/Default.aspx">https://mke.diversitycompliance.com/Default.aspx</a>
Federal Small Business Enterprise “SBE”	<a href="https://www.sam.gov/portal/SAM#1">https://www.sam.gov/portal/SAM#1</a>

**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 support of the County’s vision to become the healthiest county in Wisconsin through the achievement of racial equity, 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 Respondents 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:

*Respondent shall abide by all applicable local, state and federal laws. Respondent shall at all times maintain safe and healthful working conditions and abide by all applicable wage and hour regulations and prohibitions against child labor. Respondent shall ensure its employees' working conditions conform to the standards set by the Federal OSHA. Respondent 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 Respondent shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of the Respondent, 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 Respondent is required to adhere to the Code of Ethics provision in all contracts, which states:

Respondent 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."*

Respondent shall ensure all subRespondents 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](#) and [Section 6: Price 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. Profile and Experience
- b. Theory of Operations/Planned Approach

### 7.8.3 Price Proposal Format

The Price Proposal must be submitted using the [Attachment 10 -Price Proposal Forms](#) workbook. Any exhibits, attachments, or supporting documents should be uploaded to the "Price Proposal: Additional Information" section in Bonfire.

### 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 sections.

Name	Type	# Files Permitted	Requirement
Technical Proposal (Do not include Price details)	File Type: PDF (.pdf)	1	Required
Technical Proposal- Additional Information (Do not include Price details)	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	Multiple	Optional
Financial Statements	File Type: PDF (.pdf)	1	Requirement
Audited Gross Revenues	File Type: PDF (.pdf)	1	Required

<u>Price Proposal: Attachment 10- Price Proposal Forms</u>	File Type: Excel (.xls)	1	Required
<u>Price Proposal: Additional Information</u>	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwt, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	Multiple	Optional
<u>Attachment 1: Proprietary Information Disclosure Form</u>	File Type: PDF (.pdf)	1	Required
Redacted Proposal	File Type: PDF (.pdf)	Multiple	REQUIRED IF: Proprietary Information Identified in <a href="#">Attachment 1</a> .
<u>Attachment 2: EEOC Compliance Form</u>	File Type: PDF (.pdf)	1	Required
<u>Attachment 3: Targeted Business Enterprise Forms</u>	File Type: PDF (.pdf)	Multiple	Required
<u>Attachment 4: Sworn Statement of Respondent</u>	File Type: PDF (.pdf)	1	Required
<u>Attachment 5: Exceptions Form</u>	File Type: PDF (.pdf)	1	Optional
<u>Attachment 7: Vendor Information Sheet</u>	File Type: PDF (.pdf)	1	Required
<u>Attachment 8: Conflict of Interest Stipulation</u>	File Type: PDF (.pdf)	1	Required
<u>Attachment 9: Certification regarding Debarment and Suspension</u>	File Type: PDF (.pdf)	1	Required
<u>Preliminary Evaluation Questionnaire (Bonfire Template Q-18IV)</u>	Excel (.xls)	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](mailto: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 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 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. The appeal process information is available at [http://www.municode.com/Library/WI/Milwaukee\\_County](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 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.

The written Notice of Intent to Protest must be filed with the contact below and received no later than 72 hours 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 West Wisconsin Avenue, Suite 901

Milwaukee, WI 53203

[Procurement@MilwaukeeCountyWI.gov](mailto:Procurement@MilwaukeeCountyWI.gov)

The decision of the Procurement Director regarding any Protest is binding. A Proposer 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 Proposer selected, even if an appeal is still pending, if it is in the best interest of the County to do so.

## 8 EXHIBITS AND ATTACHMENTS

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

Attachment Number:	Document
Exhibit A	Facilities
Exhibit B	Snow Responsibilities
Q-18IV	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 Form
Attachment 8	Conflict of Interest Stipulation
Attachment 9	Certification regarding Debarment and Suspension
Attachment 10	Price Proposal Forms