

**Attachment A – Financial Advisory Services
Request for Proposals**

- REQUEST FOR PROPOSALS -

FINANCIAL ADVISORY SERVICES

**Milwaukee County, Wisconsin
Office of the Comptroller
August 20, 2014
Official Notice: #6953**

Proposals Due by Thursday October 2, 2014 at 11 a.m. Central Standard Time
to:

**Mr. Scott Manske
c/o Milwaukee County Clerk's Office
Courthouse, Room 105
901 North Ninth Street
Milwaukee, WI 53233**

**Please Label Proposals with Firm's Name and Address
and "Proposal for Financial Advisory Services"**

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A. INFORMATION SUMMARY SHEET

Request For Proposal Title: FINANCIAL ADVISORY SERVICES

Request For Proposal Number: 6953

RFP Issuing Office: Milwaukee County–Office of the Comptroller

RFP Issue Date: Wednesday, August 20, 2014

Deadline for Receipt of Questions: Thursday September 04, 2014 at 5:00 PM

RFP Proposal Receipt Deadline: Thursday, October 2, 2014 at 11:00 AM

Service Starting Date (Projected): Thursday January 1, 2015

RFP Submission Location:

Mr. Scott Manske
Milwaukee County Courthouse
c/o County Clerk’s Office
901 N. 9th Street, Room 105
Milwaukee, WI 53233

RFP Administrator:

Justin Rodriguez
Office of the Comptroller
901 N 9th Street Room 301
Milwaukee, WI 53233

Email:
justin.rodiguez@milwaukeecountywi.gov

County Web Site: <http://county.milwaukee.gov/PendingBidsQuotesand7951.htm>

B. INTRODUCTION/BACKGROUND

The Milwaukee County Office of the Comptroller (Comptroller) is seeking proposals for financial advisory services. The Comptroller anticipates entering into a three-year professional services agreement for 2015 through 2017 for services related to the issuance of general obligation corporate purpose bonds and general airport revenue bonds (GARBs). Milwaukee County may select more than one financial advisory firm.

DESCRIPTION OF MILWAUKEE COUNTY

Milwaukee County serves as a population, economic and financial center of the state of Wisconsin. Milwaukee County is located in southeastern Wisconsin on the Lake Michigan shoreline. The County covers an area of approximately 242 square miles and consists of ten cities and nine villages. The City of Milwaukee, which acts as the County seat, contains approximately 63 percent of the County's population and 48 percent of its taxable property value. Milwaukee County's 2013 population estimate is 950,410.

One of Milwaukee County's strengths is a diversifying economic system. Although the County remains a major manufacturing center, other sectors of the economy have become increasingly important. The finance, insurance and real estate trade, electrical, electronic machines and equipment sectors have shown growth over recent years. Milwaukee also ranks as one of the nation's leading centers for advertising, printing, publishing and graphic arts and is home to one of the country's major breweries. Milwaukee has also become one of the nation's centers for financial transaction processing. In addition, the County leads the nation in the production of industrial controls, x-ray apparatuses, steel foundries and mining machinery.

A County Executive and a 18-member Board of Supervisors govern Milwaukee County. The County Executive is elected to four-year terms and the County Supervisors are elected to two-year terms. The County Board determines County policy and directs the activities of County government by the adoption of ordinances and resolutions, under authority vested in it by State Statutes.

Airport System

The County owns and operates General Mitchell International Airport ("GMIA" or "Airport") and Lawrence J. Timmerman Airport ("Timmerman Airport"), which together comprise the Milwaukee County Airport System (the "Airport System"). The Airport System is a division within the County's Department of Transportation and is accounted for as an enterprise fund in the County's financial statements.

Seven airlines provide approximately 125 daily departures from GMIA. Approximately 32 cities are served non-stop, and connections are available to cities throughout the world. A total of 6,525,181 passengers used GMIA in 2013.

GMIA accounts for approximately 94% of the revenues of the Airport System. GMIA is the busiest airport in the State of Wisconsin, with approximately 3.3 million enplanements in 2013.

Lawrence J. Timmerman Airport is located in the northwest quadrant of the County. This 420-acre general aviation facility serves business and privately owned aircraft.

THE OFFICE OF THE COMPTROLLER

The Office of the Comptroller was created through State Statute in November 2011, and in April 2012, the County elected the first County Comptroller. The Comptroller is required to monitor and report on the County's current fiscal health, to act as the County auditor, and to provide an independent fiscal review on any proposed spending at the request of the County Board or County Executive. The Comptroller also acts under authority vested in the office by the Wisconsin Statutes. The Office of the Comptroller consists of Administration, Central Accounting, Accounts Payable, Central Payroll, Capital and Debt Monitoring, and Audit Services.

The Capital and Debt Monitoring Section, under the Office of the Comptroller, manages day-to-day responsibility for the issuance and administration of County debt. The staff of this section works closely with the financial advisor to accomplish the services sought in this RFP. Currently, the staff, with assistance from the financial advisors, is responsible for preparing each Official Statement and arranging for its printing and distribution.

For bond sales, the Office of the Comptroller works with the financial advisor and bond counsel to prepare bond resolutions that authorize that issuance of the bonds, provides parameters for the issuance and delegates approval of the sale of the bonds to the Comptroller. The Comptroller's approval is limited to results of the sale that fall within the parameters outlined in the resolution. For negotiated bond sales, the Office of the Comptroller works with investment bankers and the County's financial advisor.

BUDGET PROCESS

Milwaukee County has an executive budget process for the preparation of the annual operating and capital budgets. The Office of Performance, Strategy, and Budget (DAS-PSB) of the Department of Administrative Services provides the technical assistance required by the County Executive to review budget requests submitted by County departments and agencies. The DAS-PSB compiles these requests, along with principal and interest requirements, capital improvements, contingency requirements and the required tax levy. It reviews areas where changes may be considered and transmits its findings to the County Executive. The County Executive holds a public hearing with respect to the requests, meets with departments and submits a recommended budget to the County Board on or before October 1st of each year.

Subsequent to the receipt of the budget by the County Board, the County Board's Finance, Personnel, and Audit Committee (FPAC) reviews the County Executive's budget at public meetings. On the Monday following its regularly scheduled meeting on the first Thursday in November, the County Board acts on the amendments and recommendations submitted by the FPAC, as well as amendments submitted by individual Board members. It adopts a final budget, subject to any vetoes by the County Executive, and levies taxes based upon equalized property values.

Each year Milwaukee County prepares a five-year capital improvements plan in conjunction with the adoption of its annual capital improvements budget. The plan is reviewed and updated during the annual budget process to determine out-year capital needs thereby enabling the County to efficiently manage its resources as part of its strategic plan. By following the goals of the strategic plan as it relates to its capital program as well as the implementation of cost containment strategies to reduce fiscal constraints on the operating side, the County expects to maintain balanced financial operations and manageable debt levels.

Historically, Milwaukee County has sold one general obligation bond issue and one airport revenue bond issue to finance corporate purpose and airport projects. Corporate purpose issuances have financed improvements to the County's mass transit, highway, parks and general government facilities. In 2013, the County issued approximately \$27 million in general obligation corporate purpose bonds and approximately \$50 million in Airport Revenue/Refunding Bonds.

The County's 2014 Adopted Capital Improvements Budget totaled \$80,034,220 and includes general obligation bonding project financing of \$37,466,557 for corporate purpose projects and did not include any general airport revenue bonds project financing.

The 2014-2018 Capital Improvements Plan totals \$508,802,072 of which \$368,978,951 would be financed by a combination of general obligation bonds for corporate purpose projects and general airport revenue bonds for airport projects. The balance would be financed with federal, state and local reimbursement, as well as other miscellaneous revenue sources. Details of the County's 2014 Capital Improvements Budget along with the County's 2014-2018 Five Year Plan can be found at: <http://county.milwaukee.gov/FiscalAffairs7904/2014-Adopted-Capital-Improvement.htm>.

DEBT MANAGEMENT POLICIES

On July 21, 1994, the County Board of Supervisors adopted several debt management and capital financing policies or goals. These policies included a requirement that the Capital Budget include a summary of the impact that borrowing proposals contained in the budget would have on various measures of debt affordability. The policies also established limitations on capital improvement borrowing by requiring an increase in project pay-as-you-go cash financing.

In June 2003, the County Board issued \$100,025,000 in general obligation refunding bonds to advance refund various maturities from the 1994 through 2002 corporate purpose bond issues. The refunding increased the County's overall outstanding debt service by \$48.7 million. In order to minimize the impact of this refunding on the County's debt service, the County Board also adopted a change in the County's debt management goals restricting future borrowing. In effect, this policy limited 2005-2007 borrowing to an increase of no more than \$1 million over the previous year's corporate purpose bond amount. For years after 2008, not-to-exceed amounts would increase by 3 percent over the previous year's bond amount.

At December 31, 2013, the County had \$721.7 million of general obligation debt compared to a debt limit of \$2.9 billion, or a debt as a percent of the limit of 25.3 percent. The equalized value of property was \$57.1 billion as of that same date.

Milwaukee County has maintained its ratings from Fitch Ratings, Moody's Investors Service and Standard & Poor's Corporation on general obligation bond issues.

| Fitch Ratings | Moody's Investors Service | Standard & Poor's |
|---------------|---------------------------|-------------------|
| AA+ | Aa2 | AA |

The County's 2015 bonding cap amount is \$38,590,000.

The County's 2014 Adopted Budget included additional Debt Management Policies. The County will seek to build and maintain a minimum balance of \$10 million in the debt service reserve. The reserve funds will only be used to:

1. Reduce taxpayer costs for debt service
2. Provide cash financing for one-time capital projects, or for one-time operating items that result in improved County service and/or reduced ongoing County costs in future years
3. Provide cash financing for the refinancing of debt when financially advantageous
4. Respond to emergencies as allowed by Wis. Stat. 59.60 (5) (g)

The following section contains a summary of selected debt affordability indicators.

1. Tax supported debt service costs shall not exceed actual sales and use tax revenues.
2. Cash financing for capital improvements shall provide for a minimum of 20 percent of County financed project costs.
3. Direct debt shall not exceed 1.5 percent of equalized property value.
4. Financing terms shall not exceed 16 years.
5. Average principal maturities shall not exceed 10 years.
6. Net present value savings for proposed advance refundings should total a minimum of 3 percent to 5 percent of refunded principal.

7. Direct debt per capita shall not exceed \$500.
8. Bond insurance will be used when it provides a net economic benefit.
9. Corporate purpose bond issues for 2008 and forward would be limited to a principal amount of \$30 million plus three percent per year for inflation.

C. NON-DISCRIMINATION REQUIREMENTS

In accordance with Section 56.17 of the General Ordinances of Milwaukee County, the proposer must agree not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex or handicap, which shall include, but not be limited to: recruitment or recruitment advertisement; employment; upgrading, demotion or transfer; lay-off or selection for training, including apprenticeship. The Proposer will be required to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the County setting forth the provisions of the nondiscrimination clause. A violation of this provision shall be sufficient cause for the County to terminate the agreement without liability for the uncompleted portion or for any services purchased or paid for by the Proposer for use in completing the agreement.

D. DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The award of this contract is conditioned upon your good faith efforts in achieving this project's Disadvantaged Business Enterprise (DBE) goal of 17%, and you must document those efforts. Your Proposal must state how you will meet the goal, including identifying the DBE firm(s) by name, the scope(s) of work/service(s) to be provided, the dollar amount(s) of such work, and the percentage of the DBE goal to be met. Failure to do this will result in a determination of non-responsiveness, and rejection of your Proposal will occur. During the Contract, the successful Proposer will use the County's online reporting system to document DBE participation. The Disadvantaged Business Enterprise (DBE) Requirements and forms to be used are attached in this RFP and must be included in a separate proposal with the cost proposal and cover sheet. (See Attachments 9A, 9B, 9C, and 9D)

A necessary step in the good faith efforts process is contacting Community Business Development Partners (CBDP) at 414-278-4747 or cbdp@milwaukeecountywi.gov for assistance in identifying DBEs and understanding the County's DBE Program procedures. The official directory of eligible DBE firms can be accessed by the following link:

<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>

E. EEOC COMPLIANCE

All proposers shall complete and submit Equal Employment Opportunity Commission (EEOC) Compliance Certificate (Attachment 8).

F. INSURANCE AND INDEMNITY REQUIREMENTS

All proposers shall complete, sign and submit the "Insurance and Indemnity Acknowledgement Form" (Attachment 2). This form outlines required insurance requirements for contractor related to this acquisition and proposer's ability and commitment to provide.

G. SCOPE OF SERVICES REQUESTED

The Financial Advisor will be required to perform the following duties:

1. Make recommendations to the Office of the Comptroller on the structuring of proposed financings including amortization, term, discount, call features, etc; discuss various alternatives and recommend the best alternative considering the County's current outstanding debt and requested five-year capital program; make recommendations to enhance bond administration, improve information disclosure, reduce issuance costs and review industry trends that may affect tax exempt debt issuance.
2. Assist in the preparation of the Official Statement, the Official Terms of Offering and other documents as required by County staff; identify and perform tasks which are within the specialized competence of the financial advisor; review and comment on draft copies of the preliminary and final Official Statements and make preparations for the printing and distribution of the official statement.
3. Work with the County's legal counsel and capital finance team in recommending size, structure, specific terms and conditions of a debt issue; assist County officials in evaluating alternative financing proposals, as requested.
4. Review and Compile continuing disclosure information and documentation and submit the information to the appropriate entity including to the EMMA web site. Provide a copy of the submitted information to the County's capital finance staff.
5. Review County policies relating to bond issuance and continuing disclosure.
6. Advise County with respect to "undertaking" regarding primary and secondary market disclosure.
7. Assist County staff in rating agency presentations or investor meetings related to a particular financing. Recommend debt management strategies that will assure retention of favorable credit ratings and improvement in ratings when possible; assist in the County's presentation to the credit rating agencies, including traveling to meet with credit agencies, if necessary.
8. Act as an agent of the County to accept electronic, telephone and written bids for competitive financings.
9. Supervise the printing of the bonds or notes and coordinate the bidding for a registrar/fiscal agent or make arrangements for book entry securities.
10. Assist County staff on negotiations with bond insurers and/or letter of credit providers.
11. Assess bond market conditions at time of sale of bonds; provide information on other major national, state and local debt issuances that may coincide or compete with County sales; provide input on the calendar of County bond sales.
12. Provide input on how to market the bonds to retail and institutional investors.
13. Participate in bond document review sessions. Evaluate, verify and recommend the best bid based on true interest costs for the bids submitted to the special bid opening committee on the bond sale date and be available to answer any questions raised by the Finance, Personnel, and Audit Committee, County Board or County officials concerning the sale.
14. Analyze any proposals for new products as they pertain to a particular financing.
15. Prepare a comparative post sale analysis of similar financing transactions and maintain separate accounting and billing for each financing transaction.
16. Participate in due diligence meetings.

17. Provide an annual report to the County regarding debt management status and options for improvement, potential refundings, and future offerings.
18. Notify the County of any litigation, threatened litigation, customer complaints, regulatory investigations or regulatory actions that relate or are alleged to relate to the types of services contemplated in this RFP.
19. Perform other services as may be requested by the County

H. QUESTIONS

Questions (Excluding Questions about the County's DBE Program procedures)

Proposers may submit questions and requests for clarification regarding this RFP. All questions regarding this RFP, excluding questions about the County's DBE Program procedures, shall be made in writing, citing the RFP title, RFP number, page, section, and paragraph, and shall be submitted via e-mail to RFP Contact/Administrator.

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

Questions must be submitted by the specified deadline as identified on the Information Summary Sheet. Milwaukee County will not respond to any questions received after this date and time. Milwaukee County at its' sole discretion reserved the right to answer or not answer any question submitted by the deadline. Responses to all questions and inquiries received by Milwaukee County will be posted on Milwaukee County's website periodically as the RFP Administrator can update it.

County Website: <http://county.milwaukee.gov/PendingBidsQuotesand7951.htm>

It is the responsibility of Proposers to consistently check this website for any and all information such as answers or addenda related to the RFP. Only the answers to written questions submitted prior to the "Receipt of Questions" deadline (September 4, 2014 at 5PM) and posted on the website (web address provided on the Information Summary Sheet) will be considered as Milwaukee County's response.

This RFP is issued by the Milwaukee County Office of the Comptroller. The RFP Administrator assigned to this RFP, along with contact information, is noted. The RFP Administrator is the sole point of contact during this process and no information provided by any other personnel will be considered binding.

Communication initiated by a proposer to any County official, employee or representative evaluating or considering the proposals, prior to the time of any award is prohibited unless at the explicit direction of the RFP Contact/Administrator and any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration.

All respondents should use this written document, its attachments, written responses and any amendments as the sole basis for responding.

Questions (About the County's DBE Program procedures)

Please contact 414-278-4747 or cbdp@milwaukeecountywi.gov for assistance in identifying DBEs and understanding the County's DBE Program procedures.

I. WARRANTY OF FINANCIAL INDEPENDENCE

The County's financial advisor must act as an independent financial advisor to the County with respect to the County's financing program. The financial advisor shall not act as an underwriter of securities or obligations, which provide any or all of the capital financing requirements for any County project. This requirement is not intended to prohibit the financial advisor from underwriting secondary market transactions. The financial advisor should not act as a financial benefactor to any County services other than financial advisor.

J. PROPOSAL FORMAT

Completed proposals should include the following proposal elements:

Technical Proposal

Table of Contents
Proposer's Approach to Providing Requested Services
Profile of Organization and Summary of Experience and Qualifications
Experience with Issuance of Airport Revenue Bonds
Vendor Information Sheet (Attachment 1)
Insurance and Indemnity Acknowledgement Form (Attachment 2)
Conflict of Interest Stipulation (Attachment 3)
Sworn Statement of Bidder (Attachment 4)
Cover Sheet for Technical Proposal (Attachment 5)
EEOC Compliance (Attachment 7)
Proprietary Information Disclosure Form (Attachment 8)

Cost Proposal (in a separate, sealed envelope)

Cost Proposal Summary for Hypothetical Debt Financing
Cover Sheet for Cost Proposal (Attachment 6)
Disadvantaged Business Enterprises (DBEs) Participation Requirement Documents (Attachments 9A-9D)

Do not include any cost or DBE information within the technical proposal.

Marking of Envelopes:

Technical and Cost Proposals shall be identified in the lower left corner as follows:

Technical Proposal

Request For Proposal Title: (Title as provided on the Information Summary Sheet)
Request For Proposal Number: (Number as provided on the Information Summary Sheet)
RFP Proposal Receipt Deadline: (Date as provided on the Information Summary Sheet)

and

Cost Proposal

Request For Proposal Title: (Title as provided on the Information Summary Sheet)
Request For Proposal Number: (Number as provided on the Information Summary Sheet)
RFP Proposal Receipt Deadline: (Date as provided on the Information Summary Sheet)

K. TECHNICAL PROPOSAL

Table of Contents

The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.

Proposer's Approach to Providing the Requested Services

1. Describe the firm's procedure for providing continuing uninterrupted service if staffing changes occur or if the requested scope of services is significantly increased.
2. Summarize the firm's procedure and policy for addressing conflicts of interest or appearances of conflicts of interest. Disclose all client relationships which are directly adverse to Milwaukee County for cases which may be material to the County's financial condition.
3. Describe any current financial advisory work directly involving Milwaukee County in cases where your firm represents non-county participants in the transaction.

Profile of Organization and Summary of Experience and Qualifications

1. Describe your firm's relevant experience, organizational structure and size. Describe the firm's scope of operation and areas of concentration.
2. Indicate the names, locations, telephone numbers, and email addresses of the individuals who will be primarily responsible for providing the requested service. Please provide resumes describing their background and relevant experience. In addition, provide names and brief resumes of associates who will assist the primary advisors. Discuss how work is allocated between principal advisors and associates. Describe the firm's procedure for providing continuing uninterrupted service if staffing changes occur or if the requested scope of services is significantly increased.
3. Describe your firm's ideas on how Milwaukee County should approach its financings, including the structure of the offering, credit-rating strategy and investor-marketing strategy.
4. List your firm's available resources to assist in bond pricing and how they are used in negotiated deals. Please describe an instance in which these resources were used to achieve a better price for your client and the amount of any savings.
5. List current on-going relationships with governmental units having populations of 500,000 or above. Include the name of a contact person for each organization.
6. Proposals should include the name, title, address and telephone number of at least three (3) officials of financial institutions or other municipal finance industry professionals who may be contacted as references. These references should be limited to those where the primary who will be responsible for the services outlined in this RFP is the same as the primary who provided service to the reference.
7. Please provide an example where a client accepted advice, initiative or development of a program that benefited your client in the near and long term and describe the benefit and how the advice or initiative was beneficial to the client.

Experience with Issuance of Airport Revenue Bonds

1. Discuss your firm's advisory experience in the issuance of airport revenue bonds. Please list three or more financings in which your firm has participated. Describe your firm's role in the financings.

L. COST PROPOSAL

Cost Proposal Summary (The Cost Proposal must be submitted in a separate, sealed envelope.)

The County’s current practice is to pay financial advisory fees on an hourly basis, however, proposers should provide estimates of fees/expenses on a per financing basis as well. **The proposer’s hourly fees must be the same for each of the three years of the contract.** Itemized estimates of charges for reimbursable expenses such as travel expenses, which would be in addition to hourly charges or transaction based fees, must be identified separately. Fee information must be sufficiently detailed to allow evaluators to calculate the overall cost to the County given the hypothetical debt financing described below. The scope of services identified in this request for proposal requires the financial advisor to contract for the printing and distribution of the official statement. For the purpose of evaluating financial advisory proposals, it will be assumed that expenses related to official statement printing and distribution will be the same for each proposer. Therefore, these expenses should be excluded from estimates of reimbursable expenses.

Hypothetical Debt Financings

Please develop the associated costs for the following debt financing:

Scenario 1: The County plans to issue \$35 million in general obligation bonds, structured over a 15-year term, to finance its 2015 capital program.

2015 Hours and Rates (The cost data that will be evaluated in Scenario 1 will be based on total costs AND the hourly rate for the primary.)

| Classification or Position | Name | Estimated Hours | Rate per Hour | 2015 Expense |
|--|-------|-----------------|---------------|--------------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| Total 2015 Labor Costs: | | | | _____ |
| Estimate of 2015 Reimbursable Expenses | | | | _____ |
| Total 2015 Expenses | | | | _____ |

The Cost Proposal Summary must be submitted in a separate, sealed envelope along with the Cost Proposal Cover Sheet (Attachment 6) and the DBE Information (Attachments 9A-9D).

M. EVALUATION OF PROPOSALS

An ad hoc committee appointed by the Comptroller will evaluate proposals. Finalists are expected to be selected by the committee and may be invited for oral interviews. The evaluation criteria will consist of the following:

- Proposer’s Approach to Providing Requested Services (5%)
- Profile of Organization and Summary of Experience and Qualifications (60%)
- Proposal Cost (20%)
- Experience with the Issuance of Airport Revenue Bonds (15%)

N. TERMS AND CONDITIONS

The County will follow Milwaukee Code of General Ordinances, Chapter 56.30 (Professional Services) in the implementation of this RFP process. Information can be found at:

http://www.municode.com/Library/WI/Milwaukee_County.

The County has the right to reject any and all proposals; to disqualify any proposals not meeting the Request for Proposal due dates; to disqualify any proposals not following Request for Proposal communication procedures; and to disqualify any proposals not responsive to the criteria specified for evaluation. The County has the right to take into consideration the abstract and the formal content of the proposal. The County will not be liable for any costs incurred by proposers prior to the issuance of an agreement nor will pre-agreement costs be authorized to any firm. The County reserves the right to request clarification of submitted information and to request additional information from applicants.

An Intent to Award will be issued and all proposers will be notified. Milwaukee County reserves the right to negotiate with the selected proposer, at its option, regarding the terms of a contract and other issues to be incorporated into the contract.

In the event that a successful agreement cannot be executed, Milwaukee County reserves the right to proceed with contract negotiations with the other responsive, qualified bidders to provide service.

Prior to making a final decision, the County reserves the right to negotiate with the recommended firm(s) any terms and conditions which may be different from those originally proposed or required by this RFP.

All proposals and materials submitted in conjunction with the proposals will become the property of the County.

All contracts will be reviewed and approved, in writing, by the County’s Risk Manager for financial responsibility and liability management, including appropriate insurance provisions and modification in indemnity agreements.

If there is a discrepancy between this RFP and the contract, the language of the contract will rule.

APPEAL

Protests and appeals related to this RFP after issuance of an “Intent to Award” are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapter 110. Appeals process information is available at http://www.municode.com/Library/WI/Milwaukee_County.

CONTENTS OF PROPOSAL

All attachments, additional pages, addenda or explanation supplied by the vendor in the submission package will be considered as part of the RFP response. The material will be evaluated as part of the vendor’s response to the RFP and will eventually be incorporated as part of the terms and conditions of the successful proposer’s contract with Milwaukee County.

Include the cost proposal summary, signed cost proposal cover sheet (Attachment 6), and Disadvantaged Business Enterprises (DBEs) Participation Requirement Documents (Attachments 9A-9D) in a **separate sealed envelope**.

Proposer Notification Requirement and Amendment Acknowledgement

Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document.

If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the Milwaukee County website (<http://county.milwaukee.gov/PendingBidsQuotesand7951.htm>); it is the responsibility of prospective vendors to check the website for any amendments prior to the RFP submission date. All amendments are acknowledged by your submission of Sworn Statement of Bidder form.

If the Proposer fails to monitor the web site for any changes or modifications to the RFP, such failure will not relieve the Proposer of its obligation to fulfill the requirements as posted.

MULTIPLE PROPOSALS

Multiple proposals for same services from a proposer will not be permitted.

CONTRACT TERMS AND FUNDING

The contract shall be between the County of Milwaukee, known as the "County" and the successful proposer known as the "Contractor".

Responses to this RFP should be based upon the initial term of the agreement of three (3) years with an option for two (2) additional one-year extensions, by mutual agreement of the County and contractor.

Continuance of the contract beyond the limits of funds available shall be contingent upon appropriations of the necessary funds and the termination of this contract by lack of appropriations shall be without penalty. All proposers are notified that Milwaukee County reserves the right to delete or modify any task from the Scope of Services at any time during the course of the process. All proposers are notified that contracts are contingent upon Federal, State, and local appropriations.

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

ACQUISITION

This competitive solicitation is for a Professional Service as outlined in Milwaukee Code of General Ordinances, Chapter 56.30 (Professional Services) found at:

http://www.municode.com/Library/WI/Milwaukee_County.

JURISDICTION

Any dispute arising from the Contract must be resolved in the State of Wisconsin. With respect to any claim between the parties, Contractor consents to venue in Milwaukee County, Wisconsin, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non convenience or otherwise.

CONTRACT TERMINATION

Milwaukee County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure a defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. Milwaukee County, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, Milwaukee County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination. Contractor shall assist and provide for an orderly transition of services.

In the event the contractor terminates the contract, such termination will require written notice to that effect to be delivered by the contractor to the County not less than ninety (90) days prior to said termination and shall assist and provide for an orderly transition of services.

INFLATIONARY ADJUSTMENT

The price established by this contract shall remain fixed for the 3 year term, and may not be adjusted for subsequent contract extensions.

REDUCTIONS/ADDITIONS IN SERVICES/DELIVERABLES

If the scope of the services/deliverables under any work or service performed under the Contract is subsequently reduced/increased by the County, the parties shall negotiate an equitable reduction/increase in Contractor's charges under such work commensurate with the reduction/increase in scope. The County reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the County to discontinue or add certain business practices or create Additional Services/Deliverables. Upon request to the extent applicable, the County would like the Contractor to provide a detailed outline of all work, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification. Milwaukee County and Contractor may during the time of the agreement work on efforts related to cost containment, efficiencies, and process improvement to effect a lower agreed upon cost while maintaining County's objectives.

FEDERAL, STATE AND LOCAL REGULATIONS

The successful Proposer shall be required, and hereby agrees, to comply with all applicable Federal, State and Local laws and regulations during the term of any agreement, including, but not limited to the regulations listed in this RFP. Successful proposers will be required to enter into and maintain an agreement with Milwaukee County that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances.

AUDIT

Milwaukee County and any of its representatives shall have access to any books, documents, papers and records of the successful proposer that are pertinent to this RFP and any services performed pursuant to this RFP and/or any contract entered into as a result of this RFP.

RIGHT TO DEFEND

Milwaukee County, through the office of Corporate Counsel, reserves the right to defend all litigated files or select legal counsel.

O. PROPOSAL PROCESS TIMELINE AND DUE DATE

Seven (7) sealed copies of the technical proposal/attachments for financial advisor services and seven (7) copies of the cost proposal/attachments (in a separate sealed envelope) must be received in the Office of the County Clerk, Room 105, Courthouse, 901 N. 9th Street, Milwaukee, Wisconsin, 53233, no later than 11 a.m. Central Time on Thursday, October 2, 2014. The envelopes should be clearly marked on the outside as follows:

**OFFICIAL NOTICE NO. 6953
PROPOSAL FOR FINANCIAL ADVISORY SERVICES**

Proposals shall be addressed to:

Mr. Scott Manske
c/o Milwaukee County Clerk’s Office
Courthouse, Room 105
901 North Ninth Street
Milwaukee, Wisconsin 53233

The anticipated schedule of events is shown below:

| Action | Date |
|------------------------------------|-------------------------------|
| Request for Proposal Issued | August 20, 2014 |
| Proposals Due to County Clerk | October 2, 2014 |
| Proposals Reviewed | October 2 - October 31, 2014 |
| Interviews with selected firms(s)* | November 3 -November 12, 2014 |
| Intent to award contract | December 2014 |

*Interviews may be held but only at the sole discretion of the County

VENDOR INFORMATION SHEET

(Attachment 1)

This form must be completed and submitted with bid response. It is intended to provide the County with information on the vendor's name and address and the specific persons who were responsible for preparation of the vendor's response. Each vendor must also designate a specific contact person who will be responsible for responding to the County if any clarification of the vendor's response should become necessary.

Vendor Name: _____

Vendor Address: _____

Phone Number: _____

FAX: _____

E-mail: _____

Vendor Response Prepared By: _____

Signature: _____

Insurance and Indemnity Acknowledgement Form (Attachment 2)

Vendor must at the time of the contract award provide to the County proof of all Liability clauses listed below:

Indemnity:

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, officers and employee, from and against all loss or expenses including cost and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contactor, or its (their) agent(s) which may arise out of or are connected with the activities covered by this agreement.

Insurance:

Purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Contractors activities, by whomever performed, in such coverage and amounts as required and approved by the County. Acceptable proof of such coverage shall be furnished to the County prior to commencement of activities under this memorandum. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this memorandum, unless otherwise specified by the County, in the minimum amounts specified in Exhibit A.

Exhibit A – Insurance

Contractor shall provide evidence of the following coverages and minimum amounts:

| Type of Coverage | Minimum Limits |
|--|---|
| Wisconsin Workers Compensation Employers Liability & Disease | Statutory \$100,000/\$500,000/\$100,000 |
| General Liability | |
| Bodily Injury & Property Damage | \$1,000,000 Per Occurrence |
| To include Personal Injury, Fire, Products and Completed Operations | \$2,000,000 Aggregate |
| Contractual Liability | |
| Professional Liability | \$1,000,000 Per Occurrence \$1,000,000 Aggregate |
| Automobile Liability | |
| Bodily Injury & Property Damage | \$1,000,000 Per Accident |
| All autos | |

Except for Worker's Compensation and Employers Liability, Milwaukee County shall be named as and Additional Insured in the general and automobile liability policies as its interests may appear as respects the services provided in this agreement. A waiver of subrogation shall be afforded to Milwaukee County on the

Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

The insurance specified above shall be placed with an A rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Risk Manager as a condition of this agreement.

A certificate of insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of this agreement.

The undersigned certifies and represents an understanding of Milwaukee County's Insurance and Indemnification requirements. The undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFP.

Vendor's Name

Title

Signature

Date

CONFLICT OF INTEREST STIPULATION (ATTACHMENT 3)

(Sign and Submit with Technical Proposal)

For purposes of determining any possible conflict of interest, all vendors submitting a proposal in response to this RFP must disclose if any Milwaukee County employee, agent or representative or an immediate family member is also an owner, corporate officer, employee, agent or representative of the business submitting the bid. This completed form must be submitted with the proposal. Furthermore, according to the Milwaukee County Code of Ethics, no person may offer to give to any County officer or employee or immediate family member, may solicit or receive anything of value pursuant to an understanding that such County representative's vote, official actions or judgment would be influenced thereby.

Please answer below either YES or NO to the question of whether any MC employee, agent or representative or immediate family member is involved with your company in any way:

YES _____

NO _____

IF THE ANSWER TO THE QUESTION ABOVE IS YES, THEN IDENTIFY THE NAME OF THE INDIVIDUAL, THE POSITION WITH MC, AND THE RELATIONSHIP TO YOUR BUSINESS:

NAME _____

COUNTY POSITION

BUSINESS RELATIONSHIP

THE APPROPRIATE CORPORATE REPRESENTATIVE MUST SIGN AND DATE BELOW:

PRINTED NAME

AUTHORIZED SIGNATURE

TITLE _____

DATE _____

SWORN STATEMENT OF BIDDER

(Attachment 4)

(Sign and Submit with Technical Proposal)

I, being first duly sworn at _____,
City, State

On oath, depose and say I am the _____
Official Title

Of the Bidder, _____,
Name of Company

Do state the following: that I have fully and carefully examined the terms and conditions of this Request for Proposal, and prepared this submission directly and only from the RFP and including all accessory data. I attest to the facts that:

- I have reviewed the RFP, all related attachments, questions and answers, addenda, and information provided through MC, in detail before submitting this proposal.
- I have indicated review, understanding and acceptance of the RFP (or relevant service component being bid upon).
- I certify that all statements within this proposal are made on behalf of the Bidder identified above.
- I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Bidder.
- I further stipulate that the said statements contained within this proposal are true and correct and this sworn statement is hereby made a part of the foregoing RFP response.

Signature

Legal Address

Subscribed and sworn to before me

This _____ day of _____, _____

Notary Public, _____ County

State of _____

My commission expires _____.

COVER SHEET FOR TECHNICAL PROPOSAL (Attachment 5)

(Sign and Submit with Technical Proposal)

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to the RFP for Professional Services

Vendor's Name

Title

Signature

Date

COVER SHEET FOR COST PROPOSAL

(Attachment 6)

(Sign and Submit with Cost Proposal)

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information, of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFP for Professional Services

Vendor's Name

Title

Signature

Date

EEOC COMPLIANCE

(Attachment 7)

(Sign and Submit with Technical Proposal)

YEAR 2014 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS TO BE COMPLETED AND SIGNED BY ALL APPLICANTS

In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, SELLER or SUCCESSFUL PROPOSER or CONTRACTOR or LESSEE or (Other-specify), (Hence forth referred to as CONTRACTOR) certifies to Milwaukee County as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

Non-Discrimination

CONTRACTOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age or handicap which includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

CONTRACTOR will post in conspicuous places, available to its employees, notices to be provided by the County setting forth the provision of the non-discriminatory clause.

A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.

Affirmative Action Program

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and handicapped persons and other protected groups, at all levels of employment in all divisions of the seller's work force, where these groups may have been previously under-utilized and under-represented.

CONTRACTOR also agrees that in the event of any dispute as to compliance with the foretasted requirements, it shall be his responsibility to show that he has met all such requirements.

Non-Segregated Facilities

CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at

any location under its control, where segregated facilities are maintained.

Subcontractors

CONTRACTOR certifies that it has obtained or will obtain certifications regarding non-discrimination, affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to the award of any subcontracts, and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, CONTRACTOR certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.

Affirmative Action Plan

CONTRACTOR certifies that, if it has 50 or more employees, it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Audit Compliance Manager, Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4206]. CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with any of the following:

The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4206].

If a current plan, has been filed indicate where filed _____ and the year covered_____.

CONTRACTOR will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

Employees

CONTRACTOR certifies that it has (No. of Employees) _____employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and (No. of Employees) _____employees in total.

Compliance

CONTRACTOR certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other notification of noncompliance with EEOC regulations.

Executed this _day of _____, 20__ by: Firm Name_____

By _____Address _____
(Signature)

Title_____City/State/Zip _____

**PROPRIETARY INFORMATION
DISCLOSURE FORM
(Attachment 8)
(Sign and Submit with Technical Proposal)**

The attached material submitted in response to the Request for Proposal includes proprietary and confidential information, which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats. or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c). Wis. Stats. as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

| Section | Page # | Topic |
|---------|--------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHHOLD THE MATERIALS.

Failure to include this form in the Request for Proposal may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold Milwaukee County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name _____

Authorized Representative _____

Signature

Authorized Representative

Type or Print

Date

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
UTILIZATION SPECIFICATIONS
(Attachment 9A)

1. The award of this contract is conditioned upon your good faith efforts in achieving this project's Disadvantaged Business Enterprise (DBE) goal of 17%, and you must document those efforts.
2. **DBE Goal:** This participation goal is based on the total dollar value of your base bid, initial offer or initial scope of work, less allowance and/or reimbursable items as indicated in the solicitation. Participation must be maintained throughout the contract, including additional contract work, e.g., acceptance of alternates, negotiated procurements, change orders, addendums, use of allowances, etc.

BID/PROPOSAL CONSIDERATIONS

3. The County will reject your bid/proposal if you fail to do one of the following:
 - a. Submit the completed **Subcontractor/Subconsultant/Supplier Information Sheet (DBE-02)** and the **Commitment to Contract with DBE (DBE-14)** form(s) detailing your proposed participation plan with your bid/proposal; or
 - b. Submit the completed **Certificate of Good Faith Efforts (DBE-01)** form with the bid/proposal, along **Subcontractor/Subconsultant/Supplier Information Sheet (DBE-02)**.
4. Your good faith efforts are those that one could reasonably expect to be taken if you were actively and aggressively trying to obtain DBE participation sufficient to meet the goal. Additional guidance is part of the **Certificate of Good Faith Efforts (DBE-01)** form).
5. If awarded the contract, you will enter into a contractual agreement, directly or through subcontractors, according to the **Commitment to Contract with DBE (DBE-14)** form(s) submitted with your bid/proposal. Copies of the executed contract(s) or purchase order(s) will be required to be submitted to the County.
6. DBE participation credit, for both DBE and non-DBE primes, is calculated as follows:
 - a. All of the identified scope(s) of work must have a commercially useful function in the actual work of the contract and must be performed directly by the DBE. This means that DBEs must perform the contract work with their own employees, as determined by the County.
 - b. One hundred percent (100%) for the work performed by a DBE. If a DBE subcontracts a portion of its work to another firm, the value of the subcontracted work will not be counted towards the DBE goals unless the work is performed by another DBE. Material, equipment and supplies provided and installed (put into use) by a DBE also count dollar for dollar to toward the goal.
 - c. One hundred percent (100%) for products manufactured by a DBE. DBE manufacturers operate or maintain a facility produces goods from raw materials, or substantially alters the materials or supplies, on-site.
 - d. Sixty percent (60%) for materials or supplies purchased from a certified DBE regular dealer.

Regular Dealers own, operate, or maintain stores, warehouses, or other establishments where materials or supplies are kept in stock, and regularly sold to the public in the usual course of business. A regular dealer in bulk items such as steel, cement, gravel, stone, and petroleum products don't

need to keep stock, if it owns or operates distribution equipment.

- e. One hundred percent (100%) for the fees or commissions charged for assistance in the procurement of material and supplies. Fees or transportation charges for the delivery of material or supplies by a DBE to a job site also count dollar for dollar toward the goal. The cost of the materials and/or supplies themselves will not be credited towards its DBE goals.

Brokers, Trade Agents and Manufacturers'/Independent Sales Representatives arrange or expedite transactions without taking title of the goods being sold and receive a commission or fee for their service.

- f. One hundred percent (100%) for DBE trucking firms. The DBE must be responsible for the management and supervision of the entire trucking operation for which it has contracted. The DBE must also use trucks it owns, insures, and operates using drivers it employs. The DBE may lease trucks from another firm, or an owner-operator, certified as a DBE. The DBE may also lease trucks from a non-DBE firm, or owner-operator, but credit will only be given for the fee or commission and not the trucking itself. Ready mix operations will not receive credit for deliveries made by non-DBE firms.
- g. You are required to notify the County if any DBE contractor(s) working on this contract will sublet any portion of their work.

7. Only DBEs certified by the State of Wisconsin Unified Certification Program (UCP) prior to the bid/proposal submission deadline count towards the satisfaction of the goal. If you want to use a DBE certified in another state, that firm must apply for certification with the UCP prior to the submission deadline. You must also include a copy of DBE certification from its home state along with your bid/proposal. For assistance related to certified DBE firms, contact the Certification Compliance Administrator at (414) 278-4747.
8. The County reserves the right to request supporting documentation from both you and any listed DBE. If you fail to respond within the time specified, the County will determine you to be non-responsive and remove you from further consideration for contract award.

FOLLOWING CONTRACT AWARD

9. The County reserves the right to conduct compliance reviews and request, both from you and your subs or suppliers, supporting documentation to verify DBE participation, in addition to the information entered monthly into the County's online reporting system. The County will notify you if you are not in compliance with contract specifications. If you fail to take corrective action as directed, the County will take one or more of the following actions:
 - a. Terminate or cancel your contract, in whole or in part;
 - b. Remove you from the list of qualified contractors/consultants, and refuse to accept future bids/proposals from you for a period not to exceed three (3) years;
 - c. Withhold contract payments, or pay subs and/or suppliers directly, to cover shortfall; and/or
 - d. Bring suit to recover damages up to the amount of the shortfall, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.
10. You must submit copies of the executed subcontract agreement(s) or purchase order(s) for each sub and/or supplier listed on the contract. Include copies with the first monthly request for payment. **REQUESTS FOR PAYMENT WILL NOT BE PROCESSED IF AGREEMENTS ARE NOT SUBMITTED.**

In addition, you will document that each DBE is notified at least three (3) working days before start of their subcontract work.

11. You are required to notify the County if any DBE contractor(s) working on this contract will sublet any portion of their work.
 12. If the DBE(s) cannot perform, if you have a problem in meeting the goal, or any other issue such issues come up, you must immediately contact CDBP at (414) 278-4747. You must submit written notification of your desire for substitution to the DBE affected, and copy the County. This notice must state the reason for the request. The DBE has five (5) business days to provide written objection/acceptance to you. Approval must be obtained from County prior to making any substitutions. DBE contractors are also required to notify and obtain approval from the County prior to subletting work on this project.
 13. **Requests for Payment:** You will enter payments to subs and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments made during the preceding month and will include zero dollar (\$0) entries where no payment has occurred. You must also indicate on the AIA Document **G703 - Continuation Sheet**, or equivalent, work being performed by DBEs. Either a) place the word "DBE" behind the work item or b) break out the work done by DBEs at the end of the report. If you don't do these things, the County will deny payments, or enforce other sanctions including those listed in Section 9, above.
 14. The County has a revolving loan program for DBEs. If you use a DBE that is using these County funds, you must assist the County repayment of these funds. This may include, but is not limited to, providing written information regarding the sub's contract balance, prior payment (two or three party) agreements, and the issuance of two-party checks payable in the name of Milwaukee County and the DBE indebted to the County under this program.
 15. The County reserves the right to waive any of these specifications when it is in our best interest.
-

COMMITMENT TO CONTRACT WITH DBE- Attachment 9B **(Attachment 9B)**

(This form is to be completed by the bidder/proposer and the DBE named for submission with bid/proposal)

PROJECT No.: _____ PROJECT TITLE: _____

TOTAL CONTRACT AMOUNT \$ _____ DBE Goal: _____

| Name & Address of DBE(*) | Scope of Work Detailed Description | DBE Contract Amount | % of Total Contract |
|--------------------------|---------------------------------------|---------------------|---------------------|
| | | | |

(* Separate commitment form must be completed for each DBE firm)

Bidder/Proposer Commitment (To be completed by firm committing work to DBE)

I certify that the DBE firm listed quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from DBE firm listed herein. Our firm _____ between our firm and that of the named DBE will be submitted directly to CDBP within seven (7) days from receipt of Notice-to-Proceed on this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

Signature of Authorized Representative Name & Title of Authorized Representative Date

Subscribed and sworn to before me this _____ day of _____, 20 _____

Signature of Notary Public State of _____. My Commission expires _____.

[SEAL]

* Only firms certified as DBEs (within qualifying NAICS codes) by the State of Wisconsin UCP *prior to bid/proposal opening* will be credited on this contract

DBE Affirmation (To be completed by DBE Owner/Authorized Representative)

- I affirm that the State of Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the State of Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by _____.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the Milwaukee County project specified herein to be completed with my own forces, unless otherwise approved by CDBP.
- I affirm that approval from CDBP will be obtained prior to subletting any portion of this work awarded to my firm on this project.

Signature of Authorized DBE Representative Name & Title of Authorized DBE Representative Date

FOR CDBP USE ONLY

Commitment number _____ **of** _____ **Project Total:** (A) _____ (V) \$ _____ **Total %** _____

Verified with: _____

Authorized Signature

Date

COMMITMENT TO CONTRACT WITH DBE

ADDITIONAL INFORMATION & REQUIREMENTS:

1. The Directory of Certified DBE firms eligible for credit toward the satisfaction of this project's DBE goal will be found at the following link, and can be searched by Name and/or NAICS code.
<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
2. **CONTRACT ADJUSTMENTS:** The successful Bidder/Proposer will maintain the approved DBE participation level during the term of the contract with the County, including any additional work on the contract, e.g., change orders, addendums, scope changes, etc. Contract adjustments shall include proportional DBE participation.
3. **WRITTEN CONTRACTS WITH DBEs:** The County requires that the successful Bidder/Proposer enter into contract, directly or through subcontractors, as stated in this form. Agreements must be submitted to the County within 7 days of receipt of the Notice-To-Proceed. By executing this commitment, you are certifying that you have had contact with the named DBE firm and that they will be hired if awarded the contract by the County. VIOLATION OF THE TERMS OF THIS COMMITMENT IS GROUNDS FOR TERMINATION OF YOUR CONTRACT.
4. **SUBSTITUTIONS, DBEs SUBCONTRACTING WORK, TRUCKING FIRMS:** The successful Bidder/Proposer must submit written notification of desire for substitution to the DBE affected, and send a copy to the County, stating the reason(s) for the request. The DBE will have five (5) business days to provide written objection/acceptance of the substitution. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by the County. Approval must be obtained from the County prior to making any substitutions. DBEs are also required to notify and obtain approval from the County prior to seeking to subcontract out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, the commission or fee will be counted for DBE crediting.
5. **REQUESTS FOR PAYMENT:** The successful Bidder/Proposer must indicate on the Continuation Sheet (AIA form G703, or equivalent) the work being performed by DBE by either a) placing the word "DBE" behind the work item or b) breaking out the work done by DBEs at the end of the report. The successful Bidder/Proposer shall notify DBEs of the date on which they must submit their invoices for payment.
6. **DBE UTILIZATION REPORTS:** The successful Bidder/Proposer will enter payments to subs and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments made during the preceding month and will include zero dollar (\$0) entries where no payment has occurred.

If you have any questions on forms or related to Milwaukee County's DBE Program, please
contact

CBDP Compliance Team / cbdpcompliance@milwcnty.com / 414.278.4747

CERTIFICATE OF GOOD FAITH EFFORTS **(Attachment 9D)**

This document should detail what your firm has done to meet this project's participation goal. Guidance as to what 'good faith efforts' are and are not is found on pages 5 & 6 of this document.

Failure to use good faith efforts to meet the assigned participation goal will result in the rejection of your bid/proposal.

I, _____, do hereby acknowledge that I am the _____ of _____, who has been identified as a bidder/proposer on the following Milwaukee County Project:

| Project No. | Project Title | Total Contract Amount | DBE Percentage | |
|-------------|---------------|-----------------------|----------------|---------|
| | | | Goal | Pledged |
| | | | | |

Provide a brief summary of why your firm is unable to meet the participation goal on this project. (Attach additional pages if necessary)

| |
|--|
| |
| |
| |
| |

I hereby certify that our firm has used good faith efforts to solicit, negotiate with, and utilize certified firms to meet the participation goal of this contract, as demonstrated by my responses to the following questions:

A. Identifying Contractible Work Items

You were encouraged to select portions of work to be contracted in a manner that will increase the likelihood of meeting the participation goal. In selecting work to be contracted, you considered, where appropriate, breaking down contracts into economically feasible units to facilitate small business participation.

- Which portion(s) or section(s) of the project work was/were selected to be contracted to certified firms (or broken down into economically feasible units to facilitate participation)?

| |
|--|
| |
|--|

| |
|--|
| |
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B. Notifying Certified Firms of Contracting Opportunities

2. List the certified firms that received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone, or email (with deliver, read receipts and certified firm's response) solicitations. Include copies of the written notice(s) sent to certified firms. (Attach additional pages if necessary)

| Certified Firm Contacted | Date of Written Notification | DBE Yes/No | Date of Follow-up Telephone Call/or Email |
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3. Identify publications in which announcements or notifications were placed and published, if any. Include a copy of each announcement or notification.

| Published Announcement/Publication (please describe) | Date |
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4. Identify minority and/or women's associations or organizations that received written notifications, including dates of notifications. Provide person's name contacted during, and the date of, the follow-up call. If no follow-up calls were made, explain why not. Include copies of notice(s) sent.

| Association/Organization | Date of Notification | Contact Person | Date of Follow-Up Call |
|--------------------------|----------------------|----------------|------------------------|
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5. Did you contact Milwaukee County's Community Business Development Partners Department (CBDP) to assist in identifying certified firms for this project?

Yes _____ No _____

Contact was made by: _____ Telephone _____ Email _____ Other _____

Date contacted: _____ Person Contacted: _____

C. Providing Certified Firms with Assistance

6. Explain any efforts to provide certified firms with timely, accurate and complete information about the project, scope(s) of work and/or requirements of the project.

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7. Describe any other efforts to provide special assistance to certified firms interested in participating in the project.

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D. Soliciting Proposal/Quotes from Interested Certified Firms

You must solicit quotes in good faith from certified firms. Quotes, proposals and/or bids, from certified firms shall not be rejected without sound justification.

- 8. List certified firm(s) that submitted quote(s) for the project, and include copies of all quotes received. If any quotes from certified firms were rejected provide an explanation as to why. (Attach additional pages if necessary)

| Name, Phone & Address of Contact Person at Certified Firm | Work Quoted / Explanation for Rejecting Quote |
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9. Please include all other comments you want Milwaukee County to consider. (Attach additional pages if necessary)

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NOTE: The information requested above is the minimum information required.

AFFIDAVIT OF CERTIFICATION

The undersigned, being duly sworn, deposes that he/she has examined and carefully prepared this Certificate of Good Faith Efforts and has verified that the information given in this certificate is true and correct to the best of his/her knowledge and belief.

Signed: _____

Authorized Representative

Subscribed and sworn to before me:

This _____ day of _____, 20 ____.

Notary Public

My commission expires _____, 20 ____.

GUIDANCE CONCERNING GOOD FAITH EFFORTS

When Milwaukee County assigns a participation goal, you will make good faith efforts to meet this goal prior to submitting a bid or proposal in order to be responsive. You can meet this requirement in one of two ways. First, you can meet or exceed the goal with commitments for participation of certified firms. Second, even if you don't meet the goal, you can document adequate good faith efforts toward that end. This means that you must show that you took all necessary and reasonable steps to achieve the participation goal.

The County will make a fair and reasonable judgment as to whether you made adequate good faith efforts according to the following guidelines. It is important to consider the quality, quantity, and intensity of the different kinds of efforts that were made. These efforts should be those that one could reasonably expect you to take if you were actively and aggressively trying to obtain participation sufficient to meet the participation goal. Going through the motions by making a phone call or two to a firm that you think should qualify is not good faith efforts to meet the project requirements. The County's determination concerning the sufficiency of your good faith efforts is a judgment call and meeting quantitative formulas is not required.

The following is a list of types of actions the County considers as part of your good faith efforts. This isn't a mandatory checklist, nor is it all-inclusive. Other factors or types of efforts may be relevant in appropriate cases:

1. Solicit, through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices), all certified firms who have the capability to perform work on the project. Get the solicitation(s) out with enough time for them to review and respond. Be sure to record who you sent information to, and how/when they verified their interest in the project.
 2. Select portions of the work to be performed by certified firms in order to increase the likelihood that the participation goal will be achieved. This includes, where appropriate, breaking out contract work items into smaller pieces, even when you might otherwise prefer to self-perform the work.
 3. Provide certified firms with timely, accurate and complete plans, specifications, and requirements of the project to assist them in bidding/quoting.
 4. Negotiate in good faith with certified firms.
 - a. It is your responsibility to make a portion of the work available to certified firms and to select that work based on the available certified firms. Evidence of such negotiation includes the names, addresses, email, and telephone numbers of certified firms that were considered; a description of the information provided regarding the plans and specifications for the work selected for contracting; and evidence as to why agreements could not be reached for certified firms to perform the work.
 - b. A bidder/proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including certified subcontractors, and would take a firm's price and capabilities as well as contract goals into
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consideration. However, **the fact that there may be some additional costs involved in finding certified firms is not sufficient reason for your failure to meet the participation goal.** Also, self-performing work does not relieve you of the responsibility to make good faith efforts. You are not required to accept higher quotes from certified firms if the price difference is excessive or unreasonable.

5. Do not reject certified firms as being unqualified without sound reasons based on a thorough investigation of their capabilities. Your standing within the industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in your efforts to meet the project goal.
6. Effectively use the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations to provide assistance in the recruitment and placement of certified firms.

In determining whether you have made good faith efforts, the County may take into account the performance of other bidders/proposers in meeting the contract goal. For example, when you fail to meet the contract goal, but others meet it, the County may raise the question of whether, with additional reasonable efforts, you could have met the goal. If you fail to meet the goal, but you meet or exceed the average participation obtained by other bidder/proposers, the County may view this, in conjunction with other factors, as evidence of you having made good faith efforts.
