

Exhibit A - RFP-2025-024



Milwaukee County ("County") Request for Proposal Number RFP-2025-024

Janitorial Services – Airports and MCDOT

Issued: June 4, 2025

Response Due Date: July 11, 2025, 11:30 PM Central Time

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



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1 RFP SUMMARY SHEET

Request for Proposal Title:	Janitorial Services – Airports and MCDOT
Request for Proposal Number:	RFP-2025-024
RFP Issuing Office:	Procurement Division <i>on behalf of</i> Milwaukee Mitchell International Airport (“MKE”)
RFP Issue Date:	June 4, 2025
Date and Location of Mandatory Pre-Proposal Conference:	June 18, 2025, 1:00 PM Central Time Virtual Meeting via Microsoft Teams <u>Join the meeting now</u>
Date and Location of Mandatory Site Tours:	June 24, 2025, 9:00 AM (MKE and MCDOT South Service Center Buildings (A and B)) June 25, 2025, 9:00 AM (MWC, MCDOT Main Office / Patrol Division and North Shop Buildings) Detailed Schedule of Buildings will be posted to Bonfire prior to the Site Tours.
Deadline for Receipt of Questions:	July 1, 2025, 4:00 PM Central Time
RFP Proposal Receipt Deadline:	July 11, 2025, 11:30 PM Central Time
Service Starting Date (Projected):	Q4-2025
Bonfire Portal:	https://countymilwaukee.bonfirehub.com/opportunities/183001
Bonfire Technical Support:	https://bonfirehub.zendesk.com/hc or support@gobonfire.com
RFP Administrator:	Sara Torres Sara.Torres@MilwaukeeCountyWI.gov

2 INTRODUCTION

Milwaukee County (“County”) invites responses to this Request for Proposal (“RFP”) from qualified, experienced firms to provide janitorial services for one or both of the following building groups:

1. Group 1 Buildings: Airport Division buildings
2. Group 2 Buildings: Department of Transportation buildings

Respondents may submit a Proposal for Group 1 only, Group 2 only, or for both groups.

Milwaukee County intends to award two separate three-year contracts – one for Group 1 and one for Group 2 - each with up to four optional one-year renewal terms, to the winning Respondent or Respondents under this solicitation. If a single Respondent is selected for both groups, they will be issued two distinct contracts.

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

2.1 MINIMUM QUALIFICATIONS

To qualify for this opportunity, Respondents must:

- a. Demonstrate at least 5 years of continuous experience in providing Janitorial Services. For Group 1 Buildings, Airport experience is preferred.
- b. Attend the Site Tour
- c. Agree, if awarded, to enter a Contract with the County and comply with all terms and conditions required by state or local law, regulation, or ordinance; and agree that any subcontractors used to provide services will be contracted directly with the Respondent and that Respondent will be wholly responsible for the subcontracted vendor in performance of responsibilities under any awarded Contract.

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

- a. Submission of incomplete or Alternative Proposals.
- b. Submission of any Proposal that requires the County to contract directly with a third party other than the Respondent.
- c. Disqualification or disbarment from participating in competitive solicitation by any other state, local, or federal government entity.
- d. Failure to demonstrate the required experience.
- 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)
- Proprietary Information Disclosure Form
 - Redacted Proposal is required if proprietary information is identified on the Proprietary Information Disclosure Form
- EEOC Compliance Form
- Targeted Business Enterprise Forms
- Sworn Statement of Respondent
- Vendor Information Sheet
- Conflict of Interest Stipulation
- Certification regarding Debarment and Suspension

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

2.4 INTRODUCTION TO MILWAUKEE COUNTY

The 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.

The County is a Midwestern hub for business, travel, industry, recreation, and culture. A strong sense of community makes Milwaukee County a great place to live, work, and raise a family.

2.4.1 Advancing Racial Equity in Milwaukee County

The County's vision is "*By achieving racial equity, Milwaukee will be the healthiest County in Wisconsin.*" In May of 2019, the County became the first jurisdiction in the Country to declare racism a public health crisis. As a governmental body, the County recognizes its power to make change at a systemic level, Milwaukee County passed an ordinance (Milwaukee County Code of Ordinances (MCCO)- 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).

Core Principles:

- MCCO-Chapter 18 ensures racial equity is a top priority of Milwaukee County government and remains larger than any one government leader.
- 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.
- 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.

Milwaukee County seeks to achieve its vision by dismantling institutional racism in the organization and building up policies, practices, and a culture that ensures race no longer predicts health outcomes, and outcomes for everyone improve. The strategic focus areas include creating intentional inclusion, bridging the gap, and investing in equity.

In support of the County's vision, it is requested 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.

For more information about Milwaukee County and its initiatives, mission, vision, and goals, please visit www.county.milwaukee.gov.

2.4.2 Introduction to the Procurement Division

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.

2.4.3 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.

OEI is Milwaukee County's certifying body for Disadvantaged Business Enterprises (DBE), Airport Concession Disadvantage Business Enterprises (ACDBE) and Small Business Enterprises (SBE). Milwaukee County has set DBE and ACDBE goals for all U.S. DOT-funded projects.

2.4.4 Introduction to the Airport Division

Milwaukee County owns and operates through its Department of Transportation two airports, Milwaukee Mitchell International Airport and Timmerman Airport. Milwaukee Mitchell International Airport ("MKE") is a medium-hub, primary commercial service airport and the largest airport in Wisconsin covering 2,180 acres with five runways.

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3 SCOPE OF WORK

3.1 OVERVIEW

The winning Respondent(s) to this RFP will furnish and supply all labor, material, tools and equipment, and supervision necessary to perform janitorial services fully and promptly to one or both designated building groups. Respondents may submit a Proposal for one or both groups and must demonstrate the capacity to meet the unique service demands of the Group(s) proposed.

Group 1 includes Milwaukee Mitchell International Airport (“MKE”) and Lawrence J. Timmerman Airport (“MWC”). Group 2 includes Milwaukee County Department of Transportation (MCDOT) facilities.

3.1.1 Group 1 Buildings: Airport Division

1. Milwaukee Mitchell International Airport (MKE)
Address: 5300 S Howell Ave, Milwaukee, WI 53207
Cleanable Square Feet: 345,849
Levels: 4
Includes public areas: Yes
2. Lawrence J. Timmerman Airport (MWC)
Address: 9305 W Appleton Ave, Milwaukee, WI 53225
Cleanable Square Feet: 4,906
Levels: 6
Includes public areas: No

3.1.2 Group 2 Buildings: Department of Transportation

1. MCDOT Main Office
Address: 10320 Watertown Plank Rd, Wauwatosa, WI 53226
Cleanable Square Feet: 29,449
Levels: 2
Includes public areas: Yes
2. North Shop Garage
Address: 6270 North Hopkins, Milwaukee, WI 53209
Cleanable Square Feet: 3,590
Levels: 1
Includes public areas: No
3. South Service Center - A

Address: 5800A South Howell, Milwaukee, WI 53207
Cleanable Square Feet: 1,000
Levels: 2
Includes public areas: No

4. South Service Center - B

Address: 5800B South Howell, Milwaukee, WI 53207
Cleanable Square Feet: 1,200
Levels: 1
Includes public areas: No

3.2 SITE SPECIFIC EXHIBITS

The following exhibits contain site specific details about cleanable areas for Group 1 and Group 2 Buildings:

- Exhibit 1 – Group 1 Buildings: Staffing Hours, Cleaning Specifications, and Cleaning Areas
- Exhibit 2 – Group 2 Buildings: Staffing Hours, Cleaning Specifications, and Cleaning Areas

The Contractor shall perform all cleaning services to maintain a consistently clean, safe, and sanitary environment across all designated areas. Services must be performed in accordance with industry best practices, using approved “green” cleaning products, methods, and equipment that meet or exceed applicable health, safety, and environmental standards. The Contractor is responsible for ensuring that all spaces, including offices, public areas, restrooms, and specialized facilities, are cleaned to a high standard of appearance and hygiene, with attention to detail and a commitment to continuous quality improvement. All cleaning activities must minimize disruption to County operations and uphold a professional environment for employees, tenants, and visitors.

3.2.1 Hard Surface Floor Care

Safety Signage - When performing a task that could pose a safety hazard to building occupants, such as tasks that cause wet and/or slippery floor conditions, provide and post warning signs in appropriate areas.

Sweep - Sweep floors to leave them clean and free of dirt streaks, gum, and adhesive materials. No dirt shall be left in corners, under furniture, behind doors, or on stair landings and treads. Entrance and exit surfaces shall be swept of all dirt and trash. No dirt shall be left where sweepings were picked up.

Damp Mop - After sweeping, dampen mop with warm water and an approved “green” cleaner that leaves no visible or sticky cleaner residue when dry. Floor shall be thoroughly washed. When complete, floors shall be free of dust, dirt, cleaning material residue, streaks, mop strands, grease, and spills. Baseboards shall be free of moisture and dirt.

Wet Mop and/or Scrub - After sweeping, wet mop with warm water and an approved “green” cleaner. Floor shall be thoroughly washed, scrubbed, and rinsed. When complete, floors shall be free of dust, dirt, residue, streaks, grease, grime, and spills—including in corners. Baseboards shall be clean and dry.

Clean and Wax Floor - Sweep entire floor and corners. Damp mop and remove spots or stains. Allow floor to dry completely. Apply wax in traffic areas only, feathering out to corners. Corners shall be waxed only as part of a complete stripping process. Maintain waxed surfaces to ensure safe anti-slip walking conditions.

Strip Floor - Completely remove old finish or wax using an approved “green” cleaner. Apply solution with a mop and scrub using an electric machine and medium-grade pad. Remove stubborn spots manually. Corners and inaccessible areas must be hand-cleaned. Prevent splashing on baseboards, walls, and furniture. Rinse twice with clean water and avoid flooding. Allow floor to dry thoroughly.

Refinish Floor - For non-hard surfaces: After sweeping and stripping, apply the requested number of coats of approved “green” floor finish, avoiding baseboards. Allow each coat to dry before applying the next. Burnish with a high-speed buffer within 24 hours of the final coat.

For hard surfaces: After sweeping and stripping, seal with an approved “green” penetrating water-based sealer, applying multiple coats as needed.

Spray Buff Floor - After sweeping and damp mopping, allow floor to dry. Spray buff only in worn areas using a water and floor finish mixture. Spray 2–3 feet ahead of the machine and buff immediately.

3.2.2 Carpet Floor Care

Vacuum Traffic Areas - Vacuum thoroughly to remove all visible litter and soil. Move all chairs, trash cans, and easily removable items. Hand-wipe all baseboards.

Vacuum All Areas (Including Edges and Corners) - Vacuum thoroughly and completely, moving items as above. Hand wipe baseboards. Report tears, burns, or raveling.

Spot Clean Traffic Areas - Spot clean as needed with an approved “green” cleaner, solvent, or hot water extraction system.

Steam Clean Carpet - Vacuum first. Pre-treat spots. Steam clean using an approved “green” system. Cover cleaned areas with paper until dry. Use fan dryers in heavy-use areas and water-resistant pads under furniture. May need to be performed after hours or on weekends.

Mats - After vacuuming, clean all mats until free of dust balls, dirt, and debris.

3.2.3 Doors and Entrances

Clean and Polish Doors and Entrances - Use approved “green” cleaner to clean and polish interior/exterior surfaces to a height of 8 feet. Remove fingerprints, smudges, dirt, cobwebs, grease, and oils.

Spot Clean Walls, Doors, and Molding - Inspect regularly and spot clean as needed.

3.2.4 Glass, Mirrors, and Windows

Safety - All window cleaning shall comply with federal, state, and local safety regulations.

Glass and Window Cleaning (Building Entrances, Lobbies, Staircases) -Clean all glass to a height of 8 feet with an approved "green" solution. Glass must be streak-free, clear, and free of smudges, fingerprints, and excessive moisture.

Glass and Window Cleaning – All Areas (Interior/Exterior) - Clean all glass, including skylights and glass blocks, using an approved "green" solution. Clean sashes, sills, and woodwork, ensuring no drips or marks remain.

Mirrors - Clean all mirrors to a streak-free condition.

3.2.5 Dusting

Dusting (Up to 60") - Remove all accumulated dust, dirt, debris, and cobwebs from all surfaces. Use treated cloths. Dust desktops only if papers are removed.

Routine High Dusting (Above 60") - Remove dust and cobwebs from high corners, HVAC vents, ledges, and light fixtures.

Periodic High Dusting (Above 60") - Thoroughly remove all dust and debris from fixtures, window ledges, door frames, blinds, etc. Clean blind slats individually. Remove cobwebs inside rooms and from ceiling tiles.

3.2.6 Elevators

General Cleaning - Remove fingerprints, grease, and smudges. Polish interior walls and doors. Vacuum carpets and door tracks. Spot clean as necessary.

Elevator Floors - Clean resilient flooring using the same methods applied elsewhere to ensure a clean and polished appearance.

3.2.7 Stairwells, Staircases, Balustrades – Interior and Exterior

Stairwells, Staircases, and Balustrades - Sweep, dust mop and damp mop all areas. Wipe down railings. Vacuum carpeted sections and spot clean as needed.

3.2.8 Restrooms

Clean and disinfect all porcelain fixtures removing all spots, rust, mold, and moisture. Refill all soap, towel, and toilet paper dispensers, clean mirrors, and install fresh waste receptacle liners and feminine hygiene product receptacle liners.

Clean and disinfect all restroom partitions, including doors, walls, and hardware. Remove fingerprints, smudges, stains, graffiti, and any buildup from surfaces. Pay particular attention to edges, corners, and high-touch areas to ensure partitions are left clean, streak-free, and odor-free.

Clean floors and adjacent surfaces. Disinfect floor drains. Pay special attention to areas around urinals and toilets to eliminate odors, stains and buildup. Floors must be kept free of debris, liquids, and any visible soil, maintaining a uniformly clean and sanitary appearance.

3.2.9 Kitchen/Breakroom Areas

General Cleaning - Disinfect sinks, countertops, and tables. Remove all spots, rust, mold, and moisture. Fill dispensers.

Appliances - Degrease, disinfect, and polish all applicable appliances (refrigerators, stoves, microwaves, etc.).

3.2.10 Waste and Recycling Receptacles (all interior areas and exterior areas adjacent to building entrances)

Waste and Recycling Receptacles – Empty all waste and recycling receptacles and dispose at designated locations. Keep surrounding areas picked up and clean.

3.2.11 Miscellaneous

Drinking Fountains - Clean, disinfect with an approved “green” cleaner, and polish. Remove any debris and buildup (lime, rust, mold etc.).

3.3 CONTRACTOR PERSONNEL REQUIREMENTS

The Contractor shall provide trained, qualified, and competent personnel to perform the Services. Personnel must be capable employees, trained in janitorial and related work, and shall receive close and continuous first-line supervision from the Contractor.

As further described in the sections below, the following personnel (“Personnel”) are contemplated by this Scope of Work and may include either Contractor or Subcontractor personnel:

- Cleaning Technician: Personnel engaged in performing general cleaning services.
- Day Porter (Building Group 2 only): Personnel that actively monitor high traffic areas and continuously clean and disinfect touchpoints.
- Floor Technician: Personnel engaged in performing specialized floor care.
- Cleaning Supervisor: Personnel engaged in supervising Cleaning Technicians, Day Porters and Floor Technicians.
- Account Manager

The Contractor is responsible for screening all Personnel to reasonably ensure their skills, competence, integrity, and suitability for assignment. The Contractor is fully accountable to Milwaukee County for the acts, omissions, and performance of its personnel, including any resulting damages, losses, or expenses. Labor relations and the resolution of any employee disputes shall be the sole responsibility of the Contractor.

The Contractor shall maintain good order among personnel. Only individuals appropriately skilled for their assigned tasks shall be employed. Contractor Personnel are expected to interact with Milwaukee County staff and tenants in a friendly and professional manner. Inappropriate behavior, including but not limited to using County telephones for personal calls, conducting outside business, misusing County equipment or supplies, or accepting gifts or gratuities, is strictly prohibited. Milwaukee County reserves the right to require removal of any Contractor personnel at its sole

discretion. Prior to award, the Contractor may be required to submit proposed supervisory staff information (e.g., names, résumés, and references).

All Contractor personnel must wear identifiable uniforms and name tags that include the Contractor's name, the employee's full name, and photo identification. Uniform designs must be approved by Milwaukee County. All day porters (where applicable) shall wear matching shirt and pant combinations. Contractor personnel must also wear appropriate Personal Protective Equipment (PPE) at all times, as applicable. The Contractor shall supply all uniforms and PPE.

Contractor personnel must sign in and out daily, with accurate attendance records maintained by the Contractor and made available to Milwaukee County.

In the event of special circumstances requiring temporary reassignment of duties, the Contractor must ensure personnel are flexible and capable of performing additional or different tasks as needed.

Parking at MKE for Contractor Personnel is available at existing monthly rates (applicable for this Group 1 Building only).

3.3.1 Account Management Team

The Contractor shall establish an Account Management Team responsible for overseeing all services under this contract. At a minimum, the team must include:

Account Manager

- Serves as the primary point of contact with the County, with full responsibility for service delivery, staffing, quality assurance, change management, problem resolution, and contract performance.
- Supervises and supports on-site supervisory staff to ensure day-to-day operations are carried out effectively.
- Maintains ongoing communication with building tenants and occupants (excluding General Mitchell International Airport) to address concerns and ensure satisfaction.
- Initiates and manages escalation procedures as needed to resolve persistent or critical escalation procedures as necessary to maintain agreed-upon service standards.
- Conducts regular site visits and inspections to assess service quality, verify compliance, and proactively identify areas for improvement.
- Provides the County with timely updates on product changes, services, staffing, and relevant industry trends.
- Supports the implementation of special program initiatives or one-time service requirements as directed by the County.
- Documents and reports unresolved complaints or requests, including root cause analysis, corrective action plans and follow-up timelines.

- Oversees the work order management system/software to track service request trends, monitor response and resolution times, evaluate overall performance, and develop work plans for unresolved tasks.
- Responsible for all monthly, quarterly, and annual business reports.

On-site Supervisors

- Manages day-to-day janitorial operations, ensuring personnel adherence to schedules, task assignments, and quality expectations.
- Conducts regular quality site inspections.
- Reviews work orders.
- Manages oversight of employee timekeeping, badge/key distribution and collection, and incident reporting.
- Serves as the primary on-site contact for County facilities management representatives.
- Maintains inspection reports and follows up to ensure timely resolution of deficiencies.
- Utilizes the work order management system/software to manage and track work orders, create follow-up task list for outstanding items.
- Responds to service calls within 10 minutes and ensures prompt issue resolution.
- Conducts routine inventory checks, orders supplies and maintains adequate stock of consumables.
- Briefs janitorial staff daily on assignments, emphasizing special project tasks and specific tenant or County requests.
- Serves as a backup to janitorial staff during absences, callouts, or staff shortages.

Escalation Contact

The Contractor shall designate and maintain an Escalation Contact who is available at all times during designated cleaning hours. This individual will serve as the primary point of contact for addressing unforeseen staffing shortages, cleaning deficiencies, and other service-related issues.

The Escalation Contact must:

- Have full authority to deploy personnel, equipment, and supplies as necessary;
- Respond to all requests promptly; and
- Arrive onsite within one (1) hour, or as otherwise specified by the County, when a physical response is required.

The Contractor shall provide the County with a current list of Escalation Contacts and clearly documented escalation procedures to ensure efficient communication during critical and urgent situations.

3.3.2 Day Porters (Group 2 Buildings only)

The Contractor shall provide the County with janitorial day porters, according to the staffing levels stated in the Site-Specific Specification. The day porters shall perform tasks such as:

- Monitoring the restrooms, elevators, lobby, concourse, stairwells, entrances and exterior areas
- Clean and disinfect high-touch points and surfaces.

- Perform services at the direction of the County, including the prompt response and clean-up necessitated by bio-hazard incidences
- Provide support for special events
- Perform porter duties included in the Standard Cleaning Specification and Site-Specific Specification

The Group 1 Buildings (Airport Division) do not require Day Porters. Because Airport operations are 24/7/365, janitorial staff continually monitor and clean public and restroom areas.

3.3.3 Staffing Levels

Maintaining sufficient and uninterrupted levels of staffing is a critical aspect of performance for this Contract. The Contractor must maintain minimum agreed staffing levels and provide transparency into work schedules and real-time staffing levels. To this end the Contractor will provide the County continuous access, preferably via a real-time online tool, to employee schedules and time worked.

Absenteeism will not excuse failure to perform the required work. The Contractor shall supply trained, uniformed replacement personnel whenever an employee is absent, or a position is vacant.

Milwaukee County reserves the right to request a certified payroll, as well as other staffing labor reports for specified time periods (weeks, months, a quarter, etc.).

3.3.4 Employee Attendance Monitoring

The Contractor shall implement a time and attendance system, preferably a cloud-based biometric system using fingerprint and facial recognition technology, to prevent time fraud and streamline attendance tracking. The system must allow remote access and customized reporting. Upon request, the Contractor shall provide monthly attendance reports and identify any Continuous Quality Improvement (CQI) activities implemented based on attendance data.

3.3.5 Background Checks

The Contractor shall perform background checks, at its own expense and no additional cost to the County, on all employees and subcontractors providing regular services, including DOJ Criminal Background checks.

As requested, the Contractor must cooperate with the designated building authority overseeing background checks, furnishing the necessary information to facilitate a comprehensive background check for each employee at least 30-days before commencing work at a designated facility. The Contractor's personnel must pass a background check by the designated authority prior to starting work at a designated building.

Secured Areas and Badging (Group 1 Buildings Only). All Contractor personnel working at the Airports will need to be badged by the Airport Badging Office in order to perform the services. This involves passing a background check and spending typically 2-3 hours in video training and testing. The video training takes place at the airport, and sufficient time for badging will be available prior to the start of the Contract. All costs and time required for badging are the responsibility of the Contractor. Current badging fees can be found at <https://www.mitchellairport.com/airport-information/mke-security-services>.

3.3.6 Work Rules

Contractor shall maintain and provide to the County a comprehensive set of work rules for employees, including evaluation and discipline procedures and employee training requirements.

3.3.7 Training

Contractor shall ensure that staff has received appropriate training for all services described herein. Contractor shall provide all training at no additional cost to Milwaukee County. Evidence of training must be provided upon request of Milwaukee County. The training shall include, but is not limited to:

- Orientation to the area(s) being serviced
- Environmental Health and Safety (EHS) training
- Cleaning for health, proper disinfection procedures, and pandemic response training
- Blood-borne pathogen training
- Asbestos awareness training
- Appropriate chemical “hazard” communication training
- Workplace safety training, including proper usage of PPE
- Green Cleaning training as outlined in Exhibit A – Green Cleaning Policy
- Recycle processes

Airport Specific Training (Group 1 Only). Additionally, all contractor personnel working at the Airports will need to complete Airport specific training. The training (typically 2-3 hours) takes place at Milwaukee Mitchell International Airport. Each employee must complete training prior to starting work and once per year upon badge renewal.

3.4 EQUIPMENT

Contractor shall supply all cleaning equipment at no separate cost to the Airport. Contractor shall be responsible for providing and maintaining all equipment and related items for the County. Contractor shall begin the agreement with all new or like new equipment included in the fixed price. Like new equipment is equipment whose appearance, function, life expectancy and technology are equivalent to brand-new models of the same types of equipment and is not more than two years old. Equipment is to be well maintained and checked periodically for safety hazards. All equipment is to be stored out-of-sight in the appropriate designated area(s) when Contractor’s personnel have completed their task.

At the onset of the agreement, Contractor will provide the County with a list of equipment to be used. This list must be maintained and updated throughout the term of the agreement and shared with the County upon request. The County reserves the right to require specific equipment to be utilized to preserve building finishes. Contractor will be responsible for any repairs because of misuse or negligence.

Contractor’s equipment used in office areas must not exceed the noise level of 68 decibels at 5 feet, if performed during office hours.

Contractor shall utilize ride-on and high efficiency equipment for areas that would benefit from these equipment types. Gas power equipment may not be stored inside any facility. The Green Cleaning Policy includes additional equipment-related details and requirements.

3.5 CLEANING SUPPLIES AND CONSUMABLES

Contractor will comply with all Occupational Safety and Health Administration (OSHA) requirements and maintain the appropriate Safety Data Sheets (SDS) wherever it stores chemicals at Milwaukee County. The Contractor will also provide the facilities management team with composite manuals on all SDS. The SDS shall be kept current. Upon request, the Contractor shall submit a written list of all supplies with attached SDS intended for use in the facilities. All chemicals and supplies brought on-site by Contractor must be properly labeled and stored according to OSHA regulations. All cleaning products and supplies shall follow the green cleaning guidelines stated in the Green Cleaning Policy. Cleaning supplies and chemicals shall be discussed during the annual vendor review meeting, to include topics such as: reporting, cost reduction, supply distribution, usage, standardization and green cleaning.

In no event shall materials be of a type, or used in quantities or by methods, that will damage the scope of work or equipment or that will cause any increase of premiums for the insurance of the facility or premises, or any part.

The County reserves the right to request reports and data that would indicate if the Contractor is meeting the above requirements for the purchase of chemicals and supplies. These reports shall show a breakout of sustainable/non-sustainable products.

The Contractor shall be responsible for providing all consumables, and shall include, but not necessarily be limited to:

- Trash can liners
- Paper towels
- Toilet paper
- Hand soap
- Pumice soap (ex. Gojo® or Fast Orange®)
- Urinal blocks/screens
- Feminine hygiene waste liner / Sanitary napkin disposal bag (ex. Sanisac)

Contractor will implement an inventory control program and provide the County with quarterly reports on usage, current inventory, shrinkage and future requirements.

All paper products must be sized to fit the dispensers at each respective location. The County must approve paper product selection prior to the start of the contract. The Contractor is responsible for purchasing replacement dispensers for broken or damaged units. The County will be responsible for the installation of these replacement units.

The Contractor shall work with the County on an ongoing basis to test new cleaning supplies, methods, processes and consumables to develop program improvements.

The markup for cleaning supplies and consumables shall not exceed 12%, subject to audit by the County.

3.6 BIOHAZARD AND INFECTIOUS DISEASE

The Contractor shall have adequate staffing, training, procedures and PPE to complete cleaning and disinfecting services of bio-hazard incidents including but not limited to blood spills, vomit and other bodily fluids/waste. In the event of significant outbreak of infectious disease such as a pandemic, Contractor shall follow proper disinfection and disease prevention protocols in accordance with OSHA, Centers for Disease Control and Prevention (CDC), Environmental Protection Agency (EPA) and Milwaukee County standards.

3.7 CONTRACTOR REQUIRED PROCESSES

The Contractor shall implement a process to manage and provide County visibility into each of the following the following activities. Wherever possible the County strongly prefers a process or tool that provides real-time, self-service access to County personnel.

- Work Documentation: documentation of when areas are cleaned.
- Restroom Tracking: documentation of when restrooms are cleaned and monitored (e.g. QR code system, preferably with ability to solicit customer feedback)
- Work Orders: the Contractor shall establish and maintain a janitorial work order request system designed to generate, track, and manage all janitorial service requests. This system must be capable of capturing key performance metrics, including but not limited to completion rate, response time, status (e.g. pending, scheduled, completed) and the nature of each request. The Contractor will be responsible for compiling and analyzing this data and presenting reports during business reviews with County's representatives.
- Audit and Inspections: The Contractor shall implement an Inspection and Audit program to support continuous improvement. The program shall utilize inspections software (e.g., SmartInspect) with automated reports and dashboard. The Contractor's designated Account Managers or Site Supervisors shall conduct routine inspections of the Premises, documenting findings through the software. Preferably, the software shall also encompass inspections by County personnel. All inspection data, reports, and corrective action logs shall be made readily accessible to designated County Representatives, preferably through a secure online portal.
- Personnel Hours: The Contractor shall implement a tool or process to provide the County with visibility into planned and scheduled hours for all shifts by building, along with actual hours worked.
- Inventory Control: documentation of supplies and consumables inventory and status

- Management Review: tracking on ongoing projects and issues, such as continual improvement items, for discussion at Management meetings with the County.

3.8 KEY PERFORMANCE INDICATORS

The Contractor shall track and report to the County on the following Key Performance Indicators (KPIs). Details of the KPIs shall become part of the Management Plan and be subject to change as indicated in Section 3.9.

KPI	Staffing	Completion of Self Inspections	Restroom Monitoring	County Inspections	Floor Care
Description	Measures Contractor's actual staffing levels at each building compared to the required levels in the Management Plan.	Measures Contractor's completion and documentation of self-inspections required by the Management Plan.	Measures Contractor's completion and documentation of restroom checks required by the Management Plan.	Measures the results of inspections, by building, completed by the County.	Measures the completion and documentation of scheduled, periodic (non-routine) restorative floor maintenance as required by the Management Plan.
Source	Contractor's Personnel scheduling/payroll System.	Contractor's inspections tool (Ex, SmartInspect).	Contractor's work documentation system.	Contractor's inspection tool (Ex. SmartInspect).	Contractor's floor care work documentation system.
Calculation	Staffing Coverage % = [Actual Personnel Hours staffed ÷ Required Personnel Hours per Management Plan]	Self-Inspections Completion % = [Inspections completed ÷ Required Inspections]	Restroom Check Completion % = [Completed Restroom Checks ÷ Required Restroom Checks]	Inspection Quality Score % = [Total Score Achieved ÷ Total Possible Score]	Floor Care Completion % = [Floor Care Performed ÷ Scheduled Floor Care]
Performance Standard Threshold	95% - 100%	100%	90-100%	90% - 100%	100%

Repeated failure to meet established KPI performance thresholds, without County-approved justification or a mutually agreed upon quality improvement plan, may result in the assessment of liquidated damages of [\$1,000 per day for Group 1 Buildings] [\$100 per day for Group 2 Buildings] per unmet KPI until the Performance Standard threshold is disruption to operations.

3.9 MANAGEMENT PLAN

The Contractor shall develop and maintain a detailed Management Plan for the Contract, approved by the County, to address the requirements set forth in this Scope of Work. Contractor shall work with the County to review and update the plan annually or as needed to address any changes during any annual period. The Management Plan shall cover the following substantive areas:

- Detailed cleaning plan: based initially on the Site Specific Exhibits and subject to change with County approval
- Staffing plan: positions, shifts, planned staffing levels, specialized roles.
- Quality Assurance Plan: measures Contractor implements to ensure quality services,
- Inspections Plan: frequency, scope and methodology of Contractor self-inspections to regularly review the quality of the cleaning services, which shall minimally include periodic full inspections of all cleanable areas.
- Floor care plan: periodic scheduled (non-routine) restorative floor care.
- Supply list: list of supplies and consumables including a price list.
- Key Performance Indicators: based initially on Section 3.8 and subject to change with County approval.

3.10 MANAGEMENT MEETINGS

Contractor's Account Manager shall meet regularly with County staff to review items such as planning, performance, staffing, work orders, continual improvement, ongoing projects, and complaints/issues. Such meetings shall be weekly during Contract ramp up. In the County's discretion, the meetings may be scheduled less frequently after initial ramp up.

3.11 CHANGES TO THE CLEANING SERVICES

At the sole discretion of Milwaukee County, facilities or services may be added to or removed from the Scope of Work and Management Plan at any time.

3.11.1 Temporary Events.

On an ad hoc basis, the County may request additional cleaning services based on temporary circumstances such as construction or special events. The Contractor shall use commercially reasonable efforts to adjust services to meet such requests.

3.11.2 Seasonal Adjustments.

Upon request, the Contractor will provide up to 20% additional staff during peak travel times of March through April and November through December at Milwaukee Mitchell International Airport.

3.11.3 Weather Related Adjustments.

Entrances, lobbies and first floor corridors may require additional attention and detail cleaning, beyond the tasks outlined in the Cleaning Specifications, during winter months and inclement weather, to include additional mat cleaning, floor care and carpet care.

3.11.4 Permanent Adjustments.

The County may make permanent adjustments to the cleanable areas set forth in this Scope of Work in response to changing needs of the County. The County will provide at least 30 days' notice of any such changes, and the parties will work together to jointly plan for adjustments to staffing and processes.

3.12 REPORTING

Contractor shall provide ongoing access to the following information, preferably via real-time, self-service software:

- Cleaning Tasks Documentation
- Restroom Monitoring
- Work Orders
- Inspections
- Personnel Staffy Hours (scheduled and actual)
- Inventory

On a monthly basis, Contractor shall report KPI performance.

On a quarterly basis, Contractor shall provide a Management Review update covering open projects, performance trends, and continual improvement initiatives.

Repeated failure to provide required reporting information in a timely, complete, and accurate manner may result in the assessment of liquidated damages of \$100 per day until the information is provided. These damages are intended to compensate the County for administrative burden, loss of performance oversight, and disruption to operations.

3.13 ENERGY CONSERVATION, CLIMATE AWARENESS AND RESOURCE MANAGEMENT

Milwaukee County is committed to achieving net zero operation emissions by 2050. Adopted on April 24, 2025, the [Milwaukee County Climate Action 2050 Plan](#) outlines ways that the County actively works as well as plans to reduce energy use and carbon emissions across government operations (reference File No. [25-262](#)). Additionally, the Milwaukee County Office of Sustainability leads efforts to reduce, reuse, and recycle solid waste, including managing

its policy—effective in 2023—aimed at reducing and eliminating single-use plastic and polystyrene products from County properties.

In alignment with these goals and adopted policies, the Contractor is expected to play a proactive role in energy conservation and resource management in connection with its cleaning services. This includes taking measures to conserve energy by turning off or reducing use of non-essential equipment (e.g., lights, vacuums, floor machines, fans, water faucets) when not in use to help contain utility and energy costs. The Contractor is also expected to engage meaningfully in managing waste generated during cleaning operations, with clear efforts to reduce solid waste. This includes using environmentally friendly products and investing in sustainable disposal methods, such as recycling programs for packaging materials and proper disposal of hazardous cleaning waste, to reduce the environmental impact of cleaning services.

The Contractor shall comply with the County’s Green Cleaning Policy (Exhibit A) and its own green cleaning policies when providing services on the County’s premises. The Contractor shall utilize cleaning products and equipment consistent with the US Green Building Council LEED EB-OM’s specifications and in accordance with OSHA regulations. The Contractor shall not use bleach at any County facility.

Elimination of Single-Use Plastics & Polystyrene Foam

In accordance with County Resolution File No. [20-147](#), Milwaukee County aims to reduce or eliminate the use of single-use plastic and polystyrene foam (including Styrofoam) products on all County-owned, operated, or supported properties. The Contractor is required to make a good faith effort to comply with this policy and the requirements of the County’s Single-Use Plastics and Polystyrene Resolution, effective January 1, 2023.

The Contractor is prohibited from using single-use plastics or polystyrene foam products on the Premises or within the Service Area. However, if the use of such material becomes necessary due to contingency or emergency circumstances, the Contractor must obtain written approval from the Director of the Facilities Management Division before proceeding.

Per the policy, “Single-use plastic product” means a product that is made wholly or partly from plastic and that is not designed to be reused, composted, or recycled. Plastic products that are not marked with #1, #2, or #5 are non-recyclable and therefore considered single-use. Contractors are expected to source environmentally responsible alternatives to polystyrene and non-recyclable plastics, with items that are recyclable, compostable, biodegradable, or otherwise bio-based (made from renewable materials such as sugarcane, corn, or paper) whenever feasible.

While Milwaukee County does not recommend or require the use of specific products, the Contractor is encouraged to collaborate with the County’s Office of Sustainability to identify compliant and sustainable alternatives, as needed.

3.14 PAYMENT AND INVOICING



The County will compensate the Contractor for janitorial services based on the hourly rates specified in the Contract for each position type. These rates shall be fully inclusive of all Contractor and employee-related costs, except for cleaning supplies and consumables.

The Contractor shall submit a monthly invoice detailing actual hours worked, along with a separate itemized request for reimbursement of cleaning supplies and consumables. A markup not to exceed 12% may be applied to these reimbursable items, and all such charges will be subject to audit and verification by the County.

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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 (7.8.4 ; 7.10.1)	P/F

Evaluation Area	Criteria (Section Reference)	Weight
	Targeted Business Enterprise Qualification (7.7.6)	P/F
	Minimum Qualifications Met (2.1)	P/F
Technical Proposal Evaluation	Background and Experience (5.1)	30%
	Personnel (5.2)	15%
	Proposed Approach (5.3)	20%
	Transition (5.4)	5%
Price Proposal Evaluation	Price Proposal (6)	30%
TOTAL SCORE		___/100

5 TECHNICAL PROPOSAL CONTENT

The following sections and questions represent the basis for content to be provided in the Technical Proposal. Respondents should follow the guidelines provided in [Section 7.8.2: Technical Proposal Format](#). All responses should reflect your programs, organization, and administrative systems as they currently exist. Technical Proposals should convey an understanding of the Scope of Work.

Additional Requirements:

- o Each response must be written directly beneath the corresponding question and number. Cross-referencing other responses (e.g., "see response to question #_") is not permitted. All responses should be fully self-contained to ensure clarity and ease of evaluation.

- o Do not embed links in responses or documents, they are not accessible in Bonfire.
- o Do not reference prices from the Price Proposal in the Technical Proposal Response.

5.1 BACKGROUND AND EXPERIENCE

1. Please indicate which Building Group(s) the Respondent is submitting a proposal for:
 - a.) Group 1 and Group 2
 - b.) Group 1 only
 - c.) Group 2 only
2. Company Overview - Please provide the following information about your organization:
 - a.) Year founded/established
 - b.) Total number of clients currently serviced.
 - c.) Total number of janitorial employees
 - d.) Approximate total square footage currently serviced
 - e.) Obtained industry-recognized credentials, certifications, or recognitions (ex: International Facility Management Association (IFMA) – Certified Facility Manager (CFM) certification, International Sanitary Supply Association (ISSA) -Cleaning Industry Management Standard (CIMS) certification; International Organization for Standardization (ISO), or)
 - f.) Has your company acquired, been acquired or merged with another company in the last five years? If "Yes", please provide details.
3. Regional Presence (Milwaukee County Area) -Please provide the following details regarding your operations within a 60-mile radius of Milwaukee County:
 - a.) Nearest management office location
 - b.) Number of clients serviced
 - c.) Approximate total square footage serviced Number of janitorial employees
 - d.) Number of janitorial employees
4. What are the top three differentiating factors that make Respondent's company unique compared to the competition? Briefly include a statement on the company's core value. Include a summary statement explaining why your company would be the best choice to provide services to the County.
5. Provide a detailed overview of Respondent's company's janitorial service experience, with a focus on facilities similar to those outlined in this RFP. Be sure to highlight relevant experience with comparable building types and operational environments. Include any current or past contracts for janitorial services performed for Milwaukee County.

If Respondent is submitting a proposal for Group 1 Buildings, please indicate, in a separate paragraph, whether your company has experience providing janitorial services in an airport setting. If applicable,

describe the scope, scale, and duration of your airport-related experience, including any specialized procedures or compliance requirements met.

5.2 PERSONNEL

5.2.1 Management

1. Organizational Structure: Provide an organizational chart illustrating Respondent's company structure and clearly indicate where Milwaukee County fits within the overall operations.
2. Account Management: Identify the primary point of contact responsible for managing the Milwaukee County account. Include the number of other accounts this individual will manage concurrently.
3. Management and Supervision Team: List Respondent's proposed management and supervision team for this contract, including a brief description of each team member's role. Attach resumes or bios, if available. If subcontractors will be used to fulfill any part of the Scope of Work, please describe their roles and how they will be managed.
4. Escalation Contact: Describe Respondent's Escalation Contact(s) who is/are available at all times during designated cleaning hours to address unforeseen staffing shortages, cleaning deficiencies, and other service-related issues.

5.2.2 Staffing

1. How does Respondent monitor employee attendance? Describe your system for tracking hours worked, including timeclocks.
2. What is the process for providing back-up personnel coverage in the event of vacation, sick leave, or unplanned absences? How does Respondent train the back-up personnel ensure service continuity?
3. How has Respondent designed its employee compensation plan to attract new talent and minimize turnover? How will Respondent's health and benefit plan attract new employees and minimize turnover as well?
4. What systems are in place to encourage and incentivize employee performance?
5. Describe the training provided to Personnel including but not limited to the training outlined in Section 3.4.7 -Training. Please summarize the information, but do not attach documents such as training handbooks, etc.

5.3 PROPOSED APPROACH

5.3.1 Tools and Processes

1. Describe your company's approach to each item listed in Section 3.8, Be sure to highlight any tools, systems, or technologies, particularly those that enable real-time visibility or self-service access to information for the County. Include details on how these solutions support efficiency, transparency, and accountability in service delivery. Please address the following areas:
 - a. Work Documentation
 - b. Restroom Tracking
 - c. Work Orders
 - d. Audits and Inspections
 - e. Personnel Hours
 - f. Inventory Control
 - g. Management Review
2. What technology and communication devices are provided to your employees, and which positions are assigned these resources?

5.3.2 Management Plan

1. Provide a preliminary management plan addressing the topics outlined in Section 3.10:
 - a. Detailed cleaning plan
 - b. Staffing plan
 - c. Quality Assurance Plan
 - d. Inspections Plan
 - e. Floor care plan
 - f. Supply list
 - g. Key Performance Indicators (KPIs)

5.3.3 Miscellaneous

1. What is your company's approach to receiving and responding to customer feedback and complaints?
2. What is your company's approach to protecting the health and safety of staff and the public?

5.4 TRANSITION

1. Provide a detailed explanation of the steps and level of effort required for the Respondent to become fully operational at the proposed Building Group(s). Include a timeline, key activities, dependencies, and any resource requirements necessary to achieve full operational readiness.



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6 PRICE PROPOSAL CONTENT

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

6.1 PRICE PROPOSAL

Complete *Attachment 10 – Milwaukee County Pricing Workbook* by providing the “Hourly Billing Rates (All Inclusive)” along with the corresponding annual expense details supporting the “Hourly Billing Rates (All Inclusive)”. All hourly rates must be fully inclusive of all associated costs, including but not limited to equipment, administrative

fees, indirect costs, and overhead. Additionally, provide the projected annual consumables and cleaning supplies expenses.

If Respondent is submitting a Proposal for both Group 1 Buildings and Group 2 Buildings, separate pricing workbooks (Attachment 10) must be submitted for each of the following potential contract award scenarios:

1. **Combined award** - Two separate contracts: one for Group 1 Buildings and one for Group 2 Buildings.
2. **Group 1 Only award**– One contract for Group 1 Buildings (Airports only).
3. **Group 2 Only award** – One contract for Group 2 Buildings (MCDOT only).

Each pricing workbook should reflect the cost structure applicable to the respective contract award scenario. As such, the Respondent will be submitting three distinct versions of Attachment 10.

In the “Pricing Assumptions” Worksheet within Attachment 10, Respondent should list and describe any special assumptions, conditions, or constraints (including involvement of County staff) relative to, or which impact, the pricing presented. Assumptions, conditions and constraints are subject to County approval and have to be explicitly noted.

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7 RFP PROCESS

7.1 DEFINITIONS RELATING TO THE RFP PROCESS

Term	Definition
Agreement/Contract	Agreement/Contract are used interchangeably throughout the RFP. Both refer to the subsequent service Agreement that will result from this RFP between County and awarded Contractor.

Alternative Proposal	A Proposal which does not meet the requirements of the scope of work, but which offers alternatives for consideration, or which contains substantive variations to the basic provisions, specifications, term, or conditions of the solicitation.
Bonfire / Bonfire Portal	<p>Bonfire / Bonfire Portal are used interchangeably throughout the RFP. Both refer to Milwaukee County's Bonfire Portal located at https://countymilwaukee.bonfirehub.com/projects.</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>
OEI	OEI means Milwaukee County's Office of Economic Inclusion, a Division of the Department of Administrative Services.
Contractor	The Contractor is a winning Respondent who has been awarded a Contract under this RFP.
County	County means Milwaukee County, a municipal body corporate located in the State of Wisconsin, and all the Divisions and Departments thereof. For purposes of this RFP, Milwaukee County is represented by its Procurement Division of the Department of Administrative Services, acting on behalf of its Department of Human Resources
Errors	Errors are defined as mistakes or inaccuracies made in the RFP document and/or other official correspondence from Milwaukee County regarding this solicitation.
MCCO	MCCO means the Milwaukee County Code of Ordinances, accessible at https://library.municode.com/wi/milwaukee_county/codes/code_of_ordinances
Minor Irregularities	Minor Irregularities are irregularities that have no adverse effect on the outcome of the selection process, and which do not give any Respondent an advantage or benefit not afforded to other Respondents.
Omissions	Omissions are defined as any failure of Milwaukee County to provide complete information or instructions in the RFP document or other official correspondence.
Proposal	The Proposal is Respondent's materials submitted in response to the RFP, including all requested information listed in all Attachments.
Respondent	A Respondent is any offering vendor who prepares or submits a Proposal.
Responsible Vendor / Responsible	Any person or firm that has the capacity, in all respects, to fully perform the Contract requirements with integrity and reliability; or a Proposal demonstrating such capacity.

Responsive Vendor / Responsive	Any person or firm that has submitted a complete Proposal in response to this RFP document and has demonstrated in that Proposal an understanding of the Scope of Work; or a Proposal meeting such requirements.
Scope of Work	A document or section of this RFP that describes the outcome or result sought by the purchasing entity. The SOW seeks a functional solution based on and measured by performance standards rather than specific specifications.
Solicitation	A solicitation is a method of procurement used by public procurement officials to procure goods and services in a fair, open, and transparent manner. For purposes of this RFP, "solicitation" shall mean this RFP document and all related procurement activities.
Substantially Similar Service	A substantially similar service is one that can be reasonably compared to the requested service through identifiable measurements such as number of clients served, type and size of facility served, type of product provided, type of service provided, geographical area served, type of client or user served, industry area served, etc.

7.2 COMMUNICATION WITH THE COUNTY

Following public posting of the RFP, all communications between Milwaukee County and any interested Respondent must follow the guidelines of this section.

All contact between any potential Respondent and Milwaukee County must be conducted through the RFP Administrator identified on the [RFP Summary Sheet](#), except in the case of inquiries about the County's Targeted Business Enterprise program which may be directed to The Office of Economic Inclusion as noted in [Section 7.7.6](#).

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 Contractor or its employees by any agency issuing permits and licenses required to provide the services must be reported to Milwaukee County within 48 hours of notification by the issuing agency.

7.4.8 Federal, State, and Local Regulations

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

7.5 COUNTY'S RIGHTS

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

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

Milwaukee County reserves the right to:

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

7.5.1 Public Records and Information Release

All materials submitted become the property of Milwaukee County and may be subject to public records requests as outlined in [Section 7.4.6: Public Records Requirements](#). Any restriction on the use of data contained within a request must be clearly stated in 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 and Site Tour is to provide interested vendors the opportunity to view the premises and 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](#). **Attendance at the Pre-Proposal Conference and Site Tour is a mandatory prerequisite for submitting a proposal in response to this RFP.**

Attendees will be required to register 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 and Site Tour, 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 or tour 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 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 subcontractor of Milwaukee County is prohibited and may be grounds for disqualification under this RFP (see [Section 7.2: Communication with the County](#)).

7.7.4 Identifying Ambiguities, Errors, and Omissions

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

The failure of a Respondent to notify the RFP Administrator of an ambiguity, error, omission, or other deficiency prior to submission of its Proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission, or other deficiency in the RFP document.

7.7.5 Requesting Exceptions to RFP Terms

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

7.7.6 Understanding Targeted Business Enterprise (TBE) Utilization Requirements

The award of this RFP and any resulting Contract is conditioned upon the Respondent’s good faith efforts in achieving the project’s Targeted Business Enterprise participation goal of **12%**.

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.

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.

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.

Evaluating Participation; Contractual Obligations

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

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

- b. Terminate or cancel the contract, in whole or in part.
- c. Remove the Contractor from the list of qualified consultant/Contractors 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/Contractor's bad faith.
- e. If the Contractor has completed its contract, and the goal was not met due to an absence of good faith on the part of the consultant/Contractor, 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/Contractor, 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.

Additional Information; Eligibility

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

Business Type	Directory
Disadvantaged Business Enterprise "DBE"	http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx

Minority Owned Business "MBE"	https://supplierdiversity.wi.gov/Pages/Home.aspx
Women Owned Business "WBE"	https://supplierdiversity.wi.gov/Pages/Home.aspx
Milwaukee County Small Business Enterprise "MC SBE"	https://mke.diversitycompliance.com
Federal Small Business Enterprise "SBE"	https://www.sam.gov

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.

Non-Discrimination, Equal Employment Opportunity, and Affirmative Action

In addition to its policy regarding racial equity, Milwaukee County requires all contractors providing services or commodities to County departments or divisions to agree to support non-discrimination, equal employment opportunity, and affirmative action programs. All Respondents shall complete and submit *Attachment 2: EEOC Compliance Form*.

Respondents shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. If awarded the Contract, Respondent will post in conspicuous places, available for employment, notices to be provided by the County setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the Contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Respondent for use in completing the Contract.

The Respondent agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the Contract, which program shall

have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the Respondent's workforce, where these groups may have been previously under-utilized and under-represented. The Respondent also agrees that in the event of any disputes to compliance with the aforestated requirements, it shall be his/her responsibility to show that he/she has met all such requirements.

Responsible Vendor Policy

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

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

Contractor shall abide by all applicable local, state and federal laws. Contractor shall at all times maintain safe and healthful working conditions and abide by all applicable wage and hour regulations and prohibitions against child labor. Contractor shall ensure its employees' working conditions conform to the standards set by the Federal OSHA. Contractor shall, on request, provide to the County a report on their compliance. The County recognizes the right of an employee to self-organization and the right to form, join, or assist labor organizations to bargain collectively through representatives of their own choosing, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection and, conversely, the right of such employees to refrain from any or all such activities. All Respondents shall provide working conditions for services of a similar character in a similar locality in which the services are performed.

Policy Regarding the Non-Interest of County Employees and Officials

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

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

No County employee, officer, or agent shall participate in the selection, award, or administration of a Contract if a conflict of interest, real or apparent, would be involved.

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

Code of Ethics

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

"No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a Contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that Contract or proposal during its consideration. Contract or proposal consideration shall begin when a Contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the Contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by [section 9.14](#) unless an acceptance by an elected official would conflict with this section. The language in subsection [9.05\(2\)\(l\)](#) shall be included in all Requests for Proposals and bid documents."

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

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

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

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

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.

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.

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 Bonfire Questionnaires

Fillable questionnaire templates are required to be used for responses to certain RFQ questions. The templates are available under the Requested Information section of the Bonfire Portal.

- Within the questionnaire, the “Response” field is mandatory; the “Comment” field is optional for any additional comments Respondent wishes to include.
- The questionnaire format is provided for ease of entry of responses and is not intended to limit the content or detail of Responses.
- Exhibits, attachments, or supporting documents to the questionnaire responses should be uploaded to the “Additional Information” section in Bonfire.

7.8.3 Technical Proposal and Price Proposal Format

The Technical Proposal document should include the responses to questions in the order listed in [Section 5](#). 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.

The Price Proposal document should be completed using [Attachment 10: Milwaukee County Price Workbook](#). If Respondent is submitting a Proposal for both Group 1 Buildings and Group 2 Buildings, separate pricing workbooks must be submitted for combined vs. individual award (see instructions in [Section 6](#)). Any exhibits, attachments, or supporting documents should be uploaded to the “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 section.

Name	Type	# Files Permitted	Requirement
Preliminary Evaluation Questionnaire (Bonfire Template Q-34FU)	Excel (.xls)	1	Required
Technical Proposal	File Type: PDF (.pdf)	1	Required
Additional Information – Technical Proposal	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 for: supplemental documentation
Price Proposal	File Type: Excel (.xls)	Multiple	Required
Additional Information – Price Proposal	File Type: PDF (.pdf)	Multiple	OPTIONAL for: supplemental documentation
<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 <u>Attachment 1</u> .
<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 Form</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

7.8.5 Submitting Proposal Materials

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

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

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

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

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

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

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

7.8.6 Technical Questions

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

7.9 WITHDRAWING A PROPOSAL

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

7.10 EVALUATION AND SCORING

7.10.1 Preliminary Evaluation

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

Basis for a determination of "pass":

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

Basis for a determination of "fail":

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

7.10.2 Proposal Scoring

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

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

based on the analysis. The County may also issue clarifying questions to any Respondent based on information obtained during that analysis.

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

7.10.3 Interviews and Demonstrations

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

7.10.4 Best and Final Offers

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

7.10.5 Notice of Intent to Award

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

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

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

7.11 PROTEST PROCESS

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

Appellants must provide Notice of Intent to Protest in accordance with this Section and MCCO Chapter 110. Protests must be made in writing. Protest documents should be as specific as possible and, at a minimum, must identify



deviations from published criteria, County Ordinances, County Board Resolutions, rules or other procedures that the appellant alleges were violated during the procurement process.

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

The written Notice of Intent to Protest must be received no later than 72 hours (three working days) after the Notice of Intent to Award is issued. No Protest may be filed outside of this timeframe.

Procurement Director
Procurement@MilwaukeeCountyWI.gov

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

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

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8 ATTACHMENTS AND EXHIBITS

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

Attachment Number:	Document
Questionnaire Q-34FU	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	Milwaukee County Pricing Workbook
Exhibit A	Milwaukee County Green Cleaning Policy
Exhibit 1	Group 1 Buildings - Staffing Hours, Cleaning Specifications, and Cleaning Areas
Exhibit 2	Group 2 Buildings - Staffing Hours, Cleaning Specifications, and Cleaning Areas