

**OFFICIAL NOTICE NO. 6292
INVITATION TO SUBMIT PROPOSALS FOR
FOOD AND BEVERAGE CONCESSIONS
GENERAL MITCHELL INTERNATIONAL AIRPORT
MILWAUKEE, WISCONSIN**

Sealed proposals for the development, management, and operation of food and beverage concessions in the terminal building at General Mitchell International Airport will be received in the office of the Milwaukee County Clerk, Room 105, until 1:00 p.m. CST on January 18, 2008 for an eleven year term beginning November 1, 2008.

Proposal forms may be obtained at the office of the Airport Director at General Mitchell International Airport or from the County Clerk in Room 105, Courthouse, 901 North 9th Street, Milwaukee, Wisconsin 53233 or at www.mitchellairport.com under the Business Opps link. A pre-proposal meeting will be held on October 23, 2008 at 10:00 a.m. CDT in the Sijan Conference Room at General Mitchell International Airport.

The offered concession opportunity is comprised of five packages:

- Package A - Prime Operator (17 locations)**
- Package B - Branded Quick Serve (1 location)**
- Package C - Concession Mall snack foods (1 location)**
- Package D - Concourse D Restaurant/Bar (1 location)**
- Package E - Bistro/Cafe (2 locations)**

Interested parties may respond to one or more of the concession packages; however, **Proposers to Package A must also submit proposals for Packages B, C, D, and E.** Although, the County has structured this opportunity to be able to award the concession to five different proposers, the County reserves the right to award multiple concessions to a single proposer if the County determines, in its sole discretion, that such award is more advantageous to the traveling public and Milwaukee County.

Interested parties shall submit their proposal on approved forms and be willing to enter into an agreement with Milwaukee County. Each proposal must be accompanied by a guaranty in the form of a cashier's check, or certified check, made payable to Milwaukee County without condition in the following amounts: Package A - \$50,000, Package B, C, D, and E - \$5,000 per package.

The solicitations of proposals shall in no manner be construed as a commitment on the part of the County to make an award. The right is reserved by the County to waive minor irregularities in any proposal, to reject any or all proposals, to solicit new proposals, or to accept any proposal that is deemed to be more advantageous to the traveling public and Milwaukee County.

DIRECTOR OF TRANSPORTATION AND PUBLIC WORKS
MILWAUKEE COUNTY

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SECTION I - INVITATION

Milwaukee County ("the County") invites the submission of proposals for the non-exclusive right to lease, develop and operate food and beverage concessions at the General Mitchell International Airport ("MKE" or "Airport"). The goals of the concessions program are to: (1) provide first-class service and a broad variety of food and beverages at reasonable prices to travelers and Airport users; (2) provide innovative facility designs; (3) promote concepts, themes, and products identified with Milwaukee; (4) provide business opportunities for disadvantaged business enterprises; (5) maximize sales and Airport revenues; and (6) retain continuous operations of food and beverage offerings to passengers at the Airport.

The offered concession opportunity is comprised of five packages:

- Package A - Prime Operator (17 locations)**
- Package B - Branded Quick Serve (1 location)**
- Package C - Concession Mall snack foods (1 location)**
- Package D - Concourse D Restaurant/Bar (1 location)**
- Package E - Bistro/Cafe (2 locations)**

Interested parties may respond to one or more of the concession packages; however, **Proposers to Package A must also submit proposals for Packages B, C, D, and E.** The County has structured this Request for Proposal (RFP) to provide concession opportunities to different concessionaires; however, the County reserves the right to award multiple concessions to a single Proposer if the County determines, in its sole discretion, that such award is in the best interests of Milwaukee County or the traveling public.

SECTION II - SCHEDULE, DOCUMENT DISCUSSION, AND PROPOSAL SUBMISSION AND AWARD

A. SCHEDULE

Outlined below is a schedule of events associated with this (RFP):

<u>Activity</u>	<u>Projected Date</u>
Issue RFP	October 9, 2007
Pre-proposal Meeting	October 23, 2007
Deadline for Written Questions	December 7, 2007
Proposal Due Date	January 18, 2008
Finalists Interviews (Optional)	February 12-14, 2008
Contracting	March-April 2008
Tenant Design and Review	May-August 2008
Turnover (new spaces)	August 2008
Turnover (existing spaces)	November 1, 2008

This schedule is subject to change without notice and without liability to the County.

B. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held in the Sijan Conference Room, located in the Mitchell Gallery of Flight, north concession mall area at General Mitchell International Airport, on **October 23, 2007**, at **10:00 a.m. CDT** to discuss the proposal documents and to provide opportunities for local enterprises to network and meet with potential Prime Concessionaires proposing on Package A. The Pre-Proposal meeting is mandatory for all parties interested in proposing on Package A.

C. RFP QUESTIONS AND COMMENTS

Following the Pre-proposal Conference, any questions or comments regarding discrepancies or omissions in this RFP must be submitted in writing no later than December 7, 2007, to:

Kathy Nelson
Airport Properties Manager
General Mitchell International Airport
5300 South Howell Avenue
Milwaukee, Wisconsin 53207
FAX: 414.747.4525
Email: knelson@mitchellairport.com

Responses to the written comments will be posted at www.mitchellairport.com in the form of an addendum to the proposal document. Milwaukee County will not respond to any oral requests and will not be responsible for any oral instructions.

D. DEADLINE FOR SUBMISSION

Ten (10) copies of the proposal must be submitted to the Milwaukee County Clerk at the address below before **1:00 p.m. CST on January 18, 2008** (the "Proposal Due Date") in a sealed envelope clearly marked on the outside as follows:

OFFICIAL NOTICE NO. 6292
PROPOSAL FOR THE MANAGEMENT & OPERATION OF
FOOD & BEVERAGE CONCESSIONS
GENERAL MITCHELL INTERNATIONAL AIRPORT

County Clerk
County of Milwaukee
Room 105, Courthouse
901 North Ninth Street
Milwaukee, Wisconsin 53233

E. PROPOSAL SECURITY

All Proposers are required to submit a Proposal Security payable without condition to Milwaukee County equal to the amounts below:

- Package A - \$50,000
- Package B - \$ 5,000
- Package C - \$ 5,000
- Package D - \$ 5,000
- Package E - \$ 5,000

This proposal guarantee may be in the form of a Certified Check, Cashier's Check, or Money Order made payable to Milwaukee County.

The security may be held by Milwaukee County for a period no longer than one hundred twenty (120) days after the Proposal Due Date at which time the security will be returned (without interest) to all Proposers except the successful Proposers. The successful Proposers' Proposal Security will be held until an agreement is executed and all security and performance bonds required thereunder are received.

The successful Proposer shall enter into a Concession Agreement (reasonably comparable to the attached Draft Concession Agreement in Attachment D) with Milwaukee County within thirty (30) days after award of the agreement by the Milwaukee County Board of Supervisors, or shall forfeit the Proposal Security as liquidated damages. The Airport Director may grant additional time to execute an agreement, if warranted. The agreement will be binding upon execution.

F. PROPOSAL WITHDRAWAL

Proposals may be withdrawn by written request prior to the Proposal Due Date. Such withdrawal will not preclude the submission of another proposal by the Proposer prior to this time. After the due date and time, the Proposer will not be permitted to withdraw its proposal without forfeiture of the Proposal Security. The submission of a proposal will constitute a valid offer subject to acceptance by County for a period of one hundred and twenty (120) calendar days following the Proposal Due Date. Unsuccessful proposers for Package A may withdraw their proposals for Packages B- E without penalty.

G. AFFIRMATIVE ACTION REQUIREMENTS

Proposer is required to submit the Equal Employment Opportunity Certificate for Milwaukee County Contracts (Form 9). The Proposer is expected to be in compliance with Affirmative Action requirements at the time of submittal. If not, County has the right to declare the proposal non-responsive. Form 9 contains the necessary forms to be submitted for approval in addition to above requirements, the successful Proposer shall be required to comply with the following terms of the contract:

1. Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A., Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of the Civil Rights Act of 1964, (42 U.S.C. 2000 d-1 et seq).
2. Title 14, Code of Federal Regulations (CFR), Part 152, Subpart E, Nondiscrimination in Airport Aid Programs.

H. AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) GOAL

The County has established the following minimum ACDBE participation goal for all packages offered by this RFP: 25%.

- ACDBE participation is to be measured as a percentage of total gross revenues. The goal may be achieved through a joint venture, subcontracting or a combination thereof.
- ACDBE revenues must be attributable to and reportable as an Airport Concession Disadvantaged Business Enterprise(s), as certified by the County

I. MINIMUM QUALIFICATIONS

Package A

The Respondent, including any joint venture partners as appropriate, must provide evidence that it has the necessary experience and capacity to fulfill the scope and conditions of the offered concessions (Section III "Scope and Conditions of the Offered Concession"). At a minimum, the Respondent must have at least three years of continuous experience, within the last five years, in the ownership, development, management and operation of a food & beverage business that is acceptable to the County and similar to that which is contemplated under this RFP. Generally, this means that the business by which experience is claimed must include similar foodservice concept(s) to the proposed concept(s), must be comprised of multiple units in multiple locations, must have total annual sales of at least \$2.5 million and must have produced average annual sales of at least \$250,000 per unit over the three-year period.

Packages B, C, D, and E

The Respondent must provide evidence that it has the necessary experience and capacity to fulfill the scope and conditions of the offered concessions (Section III "Scope and Conditions of the Offered Concession"). At a minimum, Respondent must have at least three years of continuous experience, within the last five years, in the ownership, development, management and operation of a food & beverage business that is acceptable to the County and similar to that which is contemplated under this RFP. Generally, this means that the business by which experience is claimed must be similar foodservice to the proposed concept(s) and must have produced average annual sales of at least \$250,000 per unit over the three-year period.

J. PROPOSAL EVALUATION PROCESS AND CRITERIA

All proposals will be reviewed and evaluated by an evaluation committee; the committee will provide its recommendation(s) to the County Board for award of the subject concession packages. The following criteria will be considered in the evaluation of proposals:

1. Experience and Qualifications of Proposer or Proposer Team
 - Number of years of experience with concepts and functions similar to those being proposed
 - Number of years of experience in an airport setting
 - Professional references
 - Quality of existing facilities operated by Proposer as determined by a review of photographs and other materials submitted by Proposer and possible site visits
2. Food and Beverage Concept and Theme Development
 - Milwaukee concepts, brands, and themes
 - Quality and variety of offerings
 - Breadth and depth of offerings
 - Innovation and creativity in execution of overall theme
 - Visual presentation of concept
3. Design and Quality of Improvements
 - Creative and innovative design
 - Design themes and quality of finishes
 - Compliance with Tenant Design Criteria
 - Quality and innovation of graphics
 - Experience of architecture/design team in development of food & beverage facilities
4. Management, Operations and Marketing Plan
 - Level of management staff and its experience
 - Compliance with County's value pricing policy
 - Staffing and customer service programs, philosophies and training
 - Methods for monitoring customer service
 - Operations plan, including delivery and stocking logistics
 - Maintenance and repairs of facilities
 - Security policies and practices
 - Inventory and cash controls
 - Employee identification and uniforms
 - Frequency and quality of marketing efforts

5. Financial Considerations

- Financial return to the County
- Reasonableness of financial projections and rent to the County
- If applicable, reasonableness of subtenant rent and related fees payable to the Proposer

6. ACDBE Participation (Pass / Fail)

- As further described in Section II of this RFP, Respondents must submit an ACDBE Plan that (1) provides participation by certified ACDBEs in the offered concession equal to at least 25% of the gross revenues of the concession, or (2) demonstrates good faith efforts by Respondent to achieve the ACDBE participation goals. Failure to meet the goal, or to demonstrate good faith efforts to meet the goal, will constitute grounds for the County to determine that a Respondent's proposal is not responsive to this RFP and/or that the Respondent is not responsible. In either case, the Respondent will not be eligible for contract award under this RFP.
- ACDBEs identified in a proposal must be certified in accordance with County regulations as of the Proposal Due Date to meet the ACDBE participation goals set forth for this RFP.

7. Completeness and Comprehensiveness of Proposal (Pass/Fail)

- This criterion assesses whether the Proposer through its proposal and possible interview has provided adequate information for the Committee and Department to evaluate the proposal.

Proposals will be evaluated based on the following criteria and weighting.

Evaluation Criteria Weighting

Criteria	Weight
Experience and Qualifications of Proposer Team	25%
Concept and Theme Development	25%
Design and Quality of Improvements	25%
Management, Operations and Marketing Plan	10%
Financial Considerations	15%
<hr/>	
Total	100%
ACDBE Participation	Pass/Fail
Completeness of Proposal	Pass/Fail

The County will also consider the past performance of the Proposer, and its constituent individuals or entities, as applicable, on other licenses or contracts with the County or other entities in terms of quality of work and compliance with performance schedules. The Airport may solicit from other departments of the County, other government agencies or any other available source, relevant information concerning the Proposer's record of past performance.

K. COUNTY'S RESERVATION OF RIGHTS

County reserves the right to reject any or all proposals and to invite new proposals, or to take such other courses of action as County deems appropriate at County's sole and absolute discretion. County reserves the right to:

- 1) Waive any informality in any proposal or proposing procedure.
- 2) Reject any or all proposals.
- 3) Reject any portion(s) of a proposal.
- 4) Reissue the RFP with or without modification.
- 5) Specify approximate quantities in the RFP.
- 6) Modify the locations and sizes of the offered space.
- 7) Select multiple proposals.
- 8) Negotiate all proposal elements.
- 9) Any other reason the County determines serves its best interests.

L. AWARD AND REJECTION

The County intends to award the concessions offered by this RFP to the qualified and responsible Proposer(s) who provide the best overall proposals. The County is not required to select the proposal for each opportunity with the highest proposed Minimum Annual Guaranteed rental or the highest projected compensation to the County. Any one or more of the following, among others, may be considered sufficient reason for the rejection of a proposal, regardless of Proposer's qualifications in respect to the Evaluation Criteria contained above:

- 1) Evidence of collusion among Proposers.
- 2) Non-responsibility, as determined by the County in its sole judgment, as shown by past work, references or other relevant factors.
- 3) Default on any obligation to the County including debt contract, as surety or otherwise.
- 4) Submission of a proposal that is incomplete, conditional, ambiguous, obscure, or that contains alterations or irregularities of any kind.
- 5) Submission of a food & beverage concept deemed by the County, in its sole judgment, to be inconsistent with the goals and objectives of the concessions program, including its merchandising plan.

M. CONCESSION AGREEMENT

The successful Proposer shall enter into a concession agreement (substantially similar to the attached Draft Concession Agreement (Attachment D)) with Milwaukee County within thirty (30) days after award of the agreement by the Milwaukee County Board of Supervisors, County Executive, or Proposer shall forfeit Proposal Security as liquidated damages. The Airport Director may grant additional time to execute an agreement if warranted. Subject to earlier termination as provided in the attached Informational Draft of this Agreement, the agreement will be binding upon execution.

Proposers are encouraged to carefully read this document to familiarize themselves with the obligations required of concessionaire.

N. FAILURE TO CONTRACT

If a Selected Proposer fails to execute an agreement with Milwaukee County within 30 calendar days after notification of selection, the County reserves the right to withdraw the selection and reject the proposal. In such event, all rights and/or claims purported to arise from said selection will be forfeited. Further, the County shall retain the Proposal Security, not as a penalty, but as liquidated damages.

O. CONSENT TO INVESTIGATION

The County's determination as to whether a Proposer is qualified and responsible will be based on information provided by the Proposer in its proposal, interviews (if applicable) and other sources deemed to be valid, in County's sole judgment, by the County. A contract will not be awarded until all investigations of the Proposer's business experience, financial responsibility and character are completed. By submitting its Proposal, the Proposer agrees to permit and cooperate with such investigations.

P. PROPOSER INTERVIEW

Proposers may be required to attend one or more interviews with the County and its designees to discuss specific issues related to the proposal. The County will determine the dates and times of such interviews and invited Proposers will be given notice of such at the appropriate time.

Q. EXPENSES

All expenses incurred by the Proposer in preparation of Proposer's submittal (including costs associated with interviews) will be borne solely by the Proposer. The County is not responsible for any costs associated with any proposal submission.

R. REPRESENTATON BY BROKERS

The County will not be responsible for any fees, expenses or commissions for brokers or their agents. Communications by or between employees of, or consultants to the County, and any potential or actual Proposer broker or agent, are not to be construed as an agreement to pay, nor will the County pay any such fees, expenses or commissions. Proposer must hold the County harmless from any claims, demands, actions or judgments in connection with such broker fees, expenses or commissions.

S. ANTI-LOBBYING PROVISIONS

Except as otherwise provided herein, all Proposers will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the evaluation team in accordance with the Milwaukee County Code of General Ordinances.

T. OWNERSHIP

All proposals and supplementary material submitted by the Proposers will become the property of the County. After Award, these documents become public records and, therefore, are subject to the Wisconsin Open Records Statute; even if said documents are marked proprietary or confidential.

U. DISCLAIMER

The information contained in this RFP, and the attachments and appendices hereto, and any addendum that may be issued, is provided to assist prospective Proposers in the preparation of proposals. Proposers should satisfy themselves by personal investigation or such other means as they may think necessary as to the conditions affecting the offered concession. The information shown herein has been obtained from sources thought to be reliable, but the County and Airport staff, their respective officers, employees, agents, and contractors, are not liable for the accuracy of the information or its use by prospective Proposers.

V. CODE OF ETHICS

Ch. 9, Section 9.05 (amended March 17, 2004) of the General Ordinances of Milwaukee County states:

(2) (1) No person(s) with a personal financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any County official who has approval authority over that contract during its consideration. Contract consideration shall begin when a contract is submitted directly to a County department or to an agency until the contract 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 9.15 unless an acceptance by an elected official would conflict with this section.

SECTION III. SCOPE AND CONDITIONS OF THE OFFERED CONCESSIONS

The following paragraphs summarize the scope and key terms and conditions of the offered concession that will be incorporated in the Agreement. This summary is not intended to be a complete description of the Agreement. A Draft Concession Agreement is included with this RFP as Attachment D. In the event of a discrepancy between this RFP and the Agreement, the terms of the Agreement shall prevail. Unless otherwise defined in this RFP, all capitalized terms shall have the same meaning as defined in the Draft of Agreement.

A. CONCESSION PREMISES

The food & beverage locations to be leased to the Selected Proposer(s) are listed on Table 1 below and are shown on the Food & Beverage Layout Plans (Attachment B).

Table 1
Food & Beverage Leased Premises¹

Location	Space	Approximate Square Feet	Location
Package A - Prime Operator			
Coffee	1CM	714	Concessions Mall
Concessions Mall Food Court/ Restaurant & Bar	2CM	13,208	Concessions Mall
Quick Service - Open	1C	1,550	Concourse C
Casual Dining/ Bar	2C	2,195	Concourse C
Quick Service Concepts	3C	1,862	Concourse C
Bar/ Grill	1D	1,181	Concourse D
Food Court - 3 concepts	3D	4,095	Concourse D
Optional Kiosk	5D	50	Concourse D
Optional Kiosk	6D	50	Concourse D
Kiosk - Open	1LLD	181	Concourse D Lower Level
2 Concepts - Bar, Coffee/ Quick Serve	1E	1,637	Concourse E
Subtotal		26,723	
Package B - Branded Quick Serve			
Food Court - Branded Quick Serve	3CM	2,389	Concessions Mall
Subtotal		2,389	
Package C - Landside Snack			
Snack	5CM	1,089	Concessions Mall
Subtotal		1,089	
Package D - Concourse D Restaurant/Bar			
Restaurant/ Bar	2D	1,809	Concourse D
Subtotal		1,809	
Package E - Bistro/Cafe			
Optional Bistro/ Café	4CM	195	Concessions Mall
Bistro/ Café w/ seating	4D	1,037	Concourse D
Subtotal		1,232	
Total		33,242	

As of the date of Commencement of Operations under the Agreement, the Selected Proposer(s) will be required to assume operation of food & beverage facilities listed on Table 1.

Proposers understand that the areas and the facilities related to this RFP will be made available in "as is/where is" condition, as reflected in the Food & Beverage Layout Plans (Attachment B).

¹ All locations and areas are based on current plans and are subject to change without liability to the County

B. TERM OF AGREEMENT

The Agreement will become effective and binding upon execution of the Agreement on behalf of the County ("Effective Date"). The Term will commence November 1, 2008, and will expire eleven years thereafter.

The successful Proposer(s) will take occupancy of the existing food and beverage operations listed on Table 1 upon termination of the existing agreement at 12:01 a.m. on November 1, 2008.

C. COMPENSATION TO COUNTY

In consideration of the rights and privileges to be granted to the Selected Proposers by the County, the Selected Proposers will pay to the County during each year of the Term, a sum equal to the greater of the proposed Minimum Annual Guaranteed rent ("MAG") for such year or the Percentage Fee (to equal the proposed Percentage Fee Rate(s) multiplied by applicable gross sales for such year).

The MAG for each Selected Proposer will commence as of the opening of the last facility to be developed by said Selected Proposer, but no later than 365 days following delivery of the Premises to the Selected Proposer for Package A and 180 days following delivery of the Premises to the Selected Proposers for Packages B, C, D, and E. The Percentage Fee will commence as of the delivery of the Commencement Date.

D. CAPITAL INVESTMENT AND IMPROVEMENTS

The Agreements will include provisions that the minimum total capital investment in facilities (to include leasehold improvements and fixtures; furnishings and equipment; and design and engineering costs, not to exceed 15% of construction costs) will be equal to the amount specified in the Selected Proposer's proposal. The County requires a minimum capital investment of **\$250.00 per square** foot for each location of the Premises.

The County reserves the right to review and approve all improvements and changes to the Premises including, but not limited to, the initial improvements and refurbishment and reconcepting improvements. All improvements must conform to the requirements of the Tenant Design Criteria issued by the County (Attachment C). The technical specifications contained in the Tenant Design Criteria is to be used in developing the food and beverage concessions. References to the architectural/design theme contained in Attachment C do not apply to this RFP.

In addition to the minimum initial capital investment, the County requires Selected Proposers to refurbish and/or reconcept each location beginning the midpoint of the Term. The County has established a minimum average refurbishment/reconcepting expenditure

of \$50.00 per square foot and will consult with the Selected Proposers to jointly determine appropriate improvements.

E. AIRPORT SECURITY

The Selected Proposers shall be responsible for conducting background checks for each employee working or requiring access that is beyond the security checkpoint or as may be required by the Federal Aviation Administration (FAA), Transportation Security Administration (TSA) or the County. It is understood that the requirements of the FAA, TSA and the County regarding security matters may change from time to time and the Selected Proposers shall comply with all such requirements. Any fines assessed against the County for security violations by the Selected Proposers shall be reimbursed to the County.

F. UTILITIES AND GENERAL MAINTENANCE

The County will provide certain utility connections for the Leased Premises as specified in the Tenant Design Criteria. The Selected Proposers may connect into or extend, at their own cost, such utilities in accordance with the Tenant Design Criteria. The Selected Proposers will pay for all utilities necessary in the operation of their businesses. All charges including but not limited to deposits, installation costs, connection charges, usage and all service charges for utility services metered directly to the Leased Premises or pro rated by usage shall be paid by the Selected Proposers, regardless of whether such utility services are furnished by the County or other utility service entities.

The Selected Proposers will, at their own cost, keep the Leased Premises and all equipment and other personal property neat and clean and in good repair and operating condition. If upon inspection by the County it is determined that maintenance, repair, or janitorial obligations are not being performed adequately, the County, or its agents, contractors, or employees, shall have the right to perform the maintenance, repair, or janitorial services, the cost of which will be reimbursed to the County plus a 15% administrative fee.

G. EXCLUSIVITY

The County will not enter into exclusive agreements with the Selected Proposers. At any time during the term of the Agreements, the County, at its own discretion, may enter into other agreements with other concessionaires for food and beverage concepts similar to those of the Selected Proposers. It is understood and agreed that nothing herein is to be construed to grant or authorize the granting of an exclusive right to an individual Proposer.

H. VALUE PRICING

It is the policy of the County to provide the traveling public and other Airport visitors with the highest quality products for the highest value. Accordingly, the Agreement will include product-pricing requirements generally as follows:

- 1) As requested by the County, for each location, Concessionaires will be required to submit a Market Basket Survey comparing prices charged at the airport location to prices charged at approved Benchmark Locations in the Milwaukee metropolitan area.
- 2) The price for food and beverage items sold by the Selected Proposers must be priced no higher than the **average price plus 10%** for the same merchandise found in comparable off-Airport locations (excluding special promotional items) within the greater Milwaukee metropolitan area. Comparable locations will be determined by the County, in consultation with the Selected Proposers, and may change throughout the Term as determined necessary by the County. All menu item comparisons are to be similar or "like" in size, quantity, and quality. All branded or franchised food and beverage concepts should be compared to other identical brand stores or locations (e.g., Burger King compared to Burger King, Sbarro compared to Sbarro, etc.)
- 3) At least 60 days prior to opening each facility, the Selected Proposers shall submit to the County for its written approval, an initial proposed list of all items for each facility with proposed prices for each item based upon prices of similar food and beverage offerings at the selected comparable locations.

Failure to comply with the County's value pricing policy may result in penalties which will be described in the Agreement.

I. HOURS OF OPERATION

The Selected Proposers will open each concession location every day during such hours as stated in its proposal and agreed by the County. Generally, food & beverage facilities are to be open at least 90 minutes before the first scheduled flight through 10 minutes after the last scheduled departure flight, but the County may require other hours. At the discretion of the County, the Selected Proposers will be required to extend its hours at selected locations in order to accommodate passengers from flights that are delayed. Failure to comply with required operating hours may result in penalties.

J. INSURANCE COVERAGE

The Selected Proposers shall provide and maintain certain insurance in full force and effect in all times during the term of the Agreements from an insurance company acceptable to the County, as specified in the Agreement.

K. PERFORMANCE GUARANTEE

The selected proposer will be required to provide a performance guarantee equal to the minimum annual guarantee as appears on Form 6 (Proposed Minimum Annual Guarantee) within thirty (30) calendar days after the date the contract is awarded. This performance guarantee may be in the form of a Performance Bond, Certified Check, Cashier's Check, Irrevocable Letter of Credit, or Money Order, made payable without condition to Milwaukee County. The performance guarantee shall be subject to forfeiture in the event of failure of the selected proposer to fully perform the contract.

L. STORAGE SPACE

In addition to the facilities listed herein, storage space may be available in the basement of the terminal building. If provided, all such storage will be at a rental rate of Twelve and No/100 Dollars (\$12.00) per square foot per annum, which rental rate is subject to adjustment periodically to conform with rates and charges as established from time to time by the Milwaukee County Board. Rental for basement storage space shall not be considered a part of the Minimum Annual Guarantee.

M. SECURITY REGULATIONS AND PUBLIC ACCOMMODATION LAWS

Proposer shall comply fully with applicable laws, regulations and building codes governing airport security and nondiscrimination in public accommodations and commercial facilities, including without limitation to the requirements of the Americans with Disabilities Act and all regulations thereunder.

N. ACCOUNTING RECORDS AND REPORTS

The Successful Proposer shall, no later than the 20th day of each month during the Term of the Agreement, provide to the County: 1) a statement of Gross Sales for the preceding month; 2) payment of fees in accordance the Agreement; 3) a summary report of Gross Sales and number of transactions for each location and product category as requested by the County; and 4) such other reports as may be required by the County in accordance with the Agreement. The Successful Proposer shall maintain separate and accurate records of gross sales and expenses of the concession in a form acceptable to the County. At the County's discretion, Concessionaires may be required to submit all

required sales reports in an electronic format to be determined by the County.

Within ninety (90) days after the end of a Concessionaire's accounting year, Concessionaire shall provide the County with an audited statement of annual Gross Sales prepared by an independent Certified Public Accountant.

Upon written notice, at any time within two (2) years after the end of any operational year, the County may cause, without cost to Concessionaire, an inspection and audit to be made of the books and records of Concessionaire relating to its operation at the Airport. Fees, penalties and credits due as a result of such audit will be payable as established in the Agreement.

O. PERFORMANCE STANDARDS

The County desires to provide the traveling public and employees the highest level of customer service and product quality. Accordingly, the County has established various performance standards as well be specified in the Concession Agreement. The County reasonably believes that failure by Selected Proposers to adhere to the performance standards will result in significant inconvenience to the traveling public and employees, adversely affecting the overall food & beverage business at the Airport and reduce the amount of rentals to be paid to the County. Consequently, the County may demand liquidates damages for various infractions in accordance wit the Agreement.

P. BUY-OUT OF THE EXITING UNAMORTIZED FACILITIES VALUE (Package A only)

Title to existing fixed improvements will be turned over to the selected proposer by the incumbent concessionaire, if it does not succeed itself. The selected proposer will be obligated to pay County for the incumbent food and beverage concessionaire's unamortized expenditures for renovations made under their contract to the facilities on Concourse C in 2005 and Concourse D in 2006. This buy-out provision is contingent on the incumbent concessionaire providing the County with valid accountings of their investment costs in the facilities. On October 31, 2008, the amount of the unamortized investment will be no greater than \$424,918.53. The selected proposer will be responsible for payment to the County for the total amount remaining to be amortized on the Term Effective Date of the agreement to be awarded. Such payment to the County will be in the form of a certified check and will be due on execution date of the Agreement. Given the age of these facilities, it might be possible for the selected proposer occupy these facilities with little or no additional investment.

Q. EMPLOYEES

The selected proposer shall insure a seamless and timely transition from the incumbent concessionaire that is without loss of service or revenue.

SECTION IV. AIRPORT BACKGROUND AND CONCESSIONS PROGRAM

A. AIRPORT BACKGROUND

General Mitchell International Airport is located in Milwaukee, Wisconsin, approximately 15 minutes from the downtown area. Milwaukee County owns and operates the Airport and Lawrence J. Timmerman Airport, which together comprise the Milwaukee County Airport System.

The Airport is the major air carrier airport in the State of Wisconsin, serving primarily origination and destination (O&D) passengers. O&D traffic remained relatively constant at approximately 90% of total enplanements over the last five years. Total passengers traffic maintained a steady growth of 5.4% from approximately 5.6 million passengers in 2001 to nearly 7.3 million in 2006.

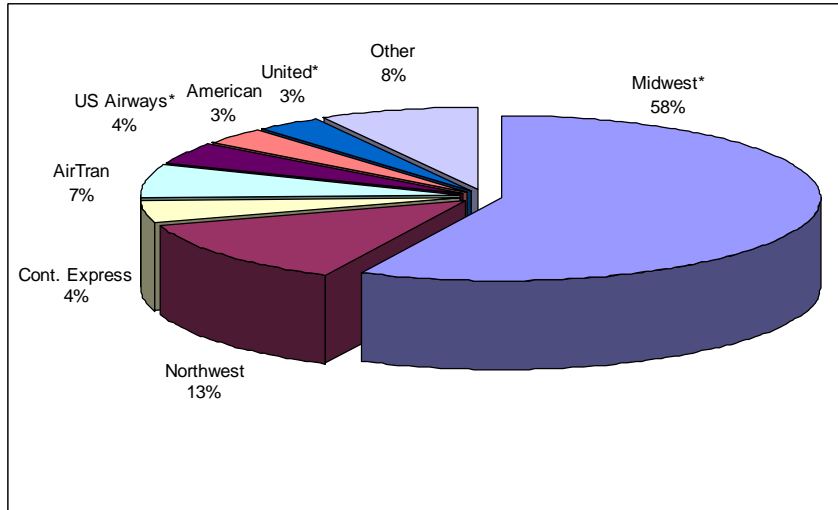
**Table 2
Historical Enplanement Activity
By Concourse**

Year	Enplanements	Deplanements	Total Passengers
Concourse C			
January-June 2007	378,331	388,015	766,346
2006	640,906	652,410	1,293,316
2005	530,237	531,589	1,061,820
2004	557,803	558,351	1,116,154
2003	586,482	578,254	1,164,736
2002	581,185	579,365	1,160,550
Concourse D			
January-June 2007	1,040,469	1,030,578	2,071,047
2006	2,010,136	2,025,969	4,036,105
2005	2,052,963	2,053,258	4,106,221
2004	1,710,224	1,712,380	3,422,604
2003	1,509,204	1,587,248	3,016,452
2002	1,436,354	1,433,526	2,869,880
Concourse E			
January-June 2007	431,684	432,030	863,714
2006	949,141	940,296	1,889,437
2005	986,870	995,975	1,982,845
2004	988,828	983,093	1,971,921
2003	867,056	872,908	1,739,964
2002	674,710	661,607	1,336,317
Avg. Annual Growth Rate	5.3%	5.6%	5.4%

Classified by the Federal Aviation Administration as a medium-hub airport, the Airport currently offers approximately 220 daily departures to cities in the United States, Canada, and seasonally to Mexico. MKE is ranked as the 48th largest U.S. Airport in terms of passengers served in 2006, up two rankings from the prior year. Midwest Express and its commuter affiliates, Skyway and Skywest Airlines, operate a hub at the Airport, accounting for approximately 58% of total enplanements as of June 2007 (Figure 1). Northwest

Airlines holds the second largest market share at the Airport, enplaning approximately 13% of passengers.

Figure 1
Airline Market Share - As of June 2007²



B. EXISTING CONCESSIONS PROGRAM

The existing program at the Airport is comprised of approximately 16 food & beverage facilities, offering local concepts, snack bars, restaurants, and national brands. Together the current facilities occupy approximately 30,000 square feet of revenue producing space at the Airport.

In 2006, total food & beverage sales reached nearly \$14.0 million, up an average of 11.2% annually since 2003. Sales per enplanement increased from \$3.29 in 2003 to \$3.82 in 2006, by an average of 5.8% annually. Table 3 provides a summary of historical sales statistics.

Table 3
Food & Beverage Historical Sales Statistics

	2006	2005	2004	2003	Average Annual Growth Rate
Sales	\$ 13,915,614	\$ 12,858,426	\$ 11,292,693	\$ 10,111,241	11.2%
Enplanements	3,641,503	3,623,106	3,331,255	3,074,422	5.8%
Sales/EP	\$ 3.82	\$ 3.55	\$ 3.39	\$ 3.29	5.1%

² Includes regional airlines and affiliates

C. PASSENGER PROFILE

The County conducted a passenger survey in February 2007 to help identify the consumer market - who they are, how much they spend at the Airport, what they want and need, what they buy and don't buy, and their satisfaction levels. The results of the passenger survey are summarized below:

Travel Characteristics:

- Passenger dwell times are long - more than 82% have dwell times of more than one hour.
- Security check in procedures are efficient - 48% of passengers spend less than five minutes to clear security and another 29% spend between five and ten minutes.
- Passengers spend the majority of their dwell time post security - 38% of passengers head directly to their concourse after checking in.

Food & Beverage Spending and Preferences

- Majority of passengers make a food & beverage purchase - 70% of passengers at MKE buy food & beverages.
- Passengers spend an average of \$12.00 on their entire purchase - either for themselves or their travel party.
- Majority of purchases are made airside - of passengers making a purchase, 68% made a purchase from the concourse food & beverage facilities and 32% made a purchase from the Concessions Mall.
- Top food preferences include healthy foods/ salads, deli/sandwiches, pizza, hamburgers, and gourmet coffee.

Passenger Preferences:

Passengers were asked to rate food & beverage factors most important to them. Quality of offerings and variety of food offerings was most important, followed by proximity to gate, and courtesy of staff.

SECTION V. MERCHANDISING PLAN AND CONCEPTS

A. RECOMMENDED MERCHANDISING PLAN

The County has adopted a recommended merchandising plan for the concession program at the Airport as depicted in Attachment B (Food & Beverage Layout Plans) and described in Table 4 below. Proposers are encouraged to propose a merchandising plan that is generally consistent with the recommended merchandising plan. The County encourages creativity by Proposers and will consider variations to the recommended merchandising plan. However, the County reserves the right to reject concepts which it deems, in its sole judgment, to vary significantly from the recommended merchandising plan or to be inappropriate for the Airport or determined to be financially not viable.

**Table 4
Recommended Merchandising Plan by Location**

ID# Location Area	Concept Description
PACKAGE A - 17 locations	
<p>#1CM Concessions Mall 714 SF</p>	<p>Coffee</p> <p>This stand-alone pre-security space is centrally located near the entrance of Concourse D and is intended for a branded gourmet coffee bar concept. Menu offerings should include a variety of quality, freshly prepared coffee drinks, in addition to a variety of baked goods such as cookies, pastries, rolls, bagels, scones, and muffins. Food items should be appropriately packaged for passengers who want to take them onto the plane. Also note that as of last year, liquids of all kinds may not be taken through the security check point. Because of the central location of this facility, careful consideration must be given to ensure that customer lines do not interfere with passenger circulation.</p>
<p>#2CM Concessions Mall 13,208 SF (includes kitchen, seating, and back of house support space)</p>	<p>Food Court and Restaurant/ Bar</p> <p>This area is located in the Concessions Mall, which is exposed to all originating passengers at the Airport. The space is intended for a Food Court (with at least two quick serve concepts) and a casual dining Restaurant/Bar; however, Proposers are encouraged to use creativity in designing the space and developing food concepts that satisfy the needs of the passenger market. Menu items should be of the highest quality and offer a variety of freshly prepared food items and convenient to-go options.</p>

**Table 4
Recommended Merchandising Plan by Location**

ID# Location Area	Concept Description
#1C Concourse C 1,550 SF	<p>Quick Serve Concepts</p> <p>This location is intended for a fast food/ quick serve food facility with an emphasis on pre-packaged "to-go" food items. The menu should offer a variety of freshly prepared items and cover all parts of the day - breakfast, lunch, and dinner.</p>
#2C Concourse C 2,195 SF	<p>Casual Dining/ Bar</p> <p>This location is intended for a restaurant and bar with table service in a casual dining environment. A full menu covering all parts of the day should be offered. In addition, a separate bar area should be designated and offer a full variety of beverages, including local varieties. A take out counter should be incorporated in the facility design so that passengers are able to purchase freshly prepared foods to go. These products should be of the highest quality and packaged for convenience.</p>
#3C Concourse C 1,862 SF	<p>Quick Service Concepts</p> <p>This area is intended for quick service concepts and is located at the end of the concourse, which is conveniently located near several holdrooms. Respondents are encouraged to use creativity in developing a layout plan and food concepts that satisfy the needs of the passenger market. Menu items should be of the highest quality and offer a variety of freshly prepared food items and convenient to-go options.</p>
#1D Concourse D 1,181 SF	<p>Bar and Grill</p> <p>This location is intended for a full bar that offers a menu covering all day-parts, including appetizers, salads, sandwiches, and desserts. Menu items should not duplicate or conflict with those offered in the nearby food court.</p>

**Table 4
Recommended Merchandising Plan by Location**

ID# Location Area	Concept Description
#3D Concourse D 4,095 SF	<p>Food Court - 3 Concepts</p> <p>This food court should offer three distinct food concepts - fast food, quick serve, and/or snack food concepts should be considered. These locations are ideal for nationally or regionally branded food concepts. Note, due to the location of the bistro/café, this food court may not propose a coffee bar concept.</p>
#5D and #6D Concourse D 2 Kiosks ~50 SF each	<p>Optional Kiosks</p> <p>Respondents may propose appropriate concepts for these two kiosks locations, which are conveniently located on this busy concourse. Due to the size of the kiosks, menu items should include a variety of freshly prepared and conveniently packaged "to-go" items. Because of the central location of these kiosks, careful consideration must be given to ensure that customer lines do not interfere with passenger circulation.</p>
#1LLD Concourse D Lower Level 181 SF Kiosk	<p>Kiosk - Open Concept</p> <p>This is the only location available on the lower level of Concourse D. Careful consideration should be given to the proposed concept, as this location does not currently provide access to water/ plumbing.</p>

**Table 4
Recommended Merchandising Plan by Location**

ID# Location Area	Concept Description
#1E Concourse E 1,637 SF	<p>2 Concepts - Bar and Coffee/Quick Serve</p> <p>As the only food location on this concourse, respondents are encouraged to use creativity in designing the space and developing food concepts that satisfy the needs of the passenger market. At a minimum, a separate bar should be designed that offers a variety of beverages. In addition, menu items should include all day parts and be of the highest quality. Freshly prepared to-go food items in conveniently packaged containers should also be offered in a separate take-out window or line.</p>
Food & Beverage Vending Machines Locations to be determined	<p>Food & Beverage Vending Machines</p> <p>Selected Proposer shall provide food & beverage vending machines throughout the terminal building and other areas as appropriate. All proposed locations are subject to the review and approval of the County. The County reserves the right to re-locate, eliminate or add locations as necessary to best serve the traveling public.</p>
<p>PACKAGE B - 1 location</p>	
#3CM Concessions Mall 2,389 SF	<p>Branded Quick Serve</p> <p>This space is located in the Concessions Mall Food Court/ Restaurant/Bar area. It is intended for a branded quick serve concept that is nationally or locally well known.</p>

PACKAGE C - 1 location	
<p>#5CM Concessions Mall 1,089 SF</p>	<p>Snack Foods</p> <p>This location is stand alone space located directly across the Concessions Mall Food Court and Restaurant/Bar area. It is intended for a snack foods concept that offers items such as nuts and dried fruit, smoothies, ice cream/frozen yogurt, popcorn, or similar walk-away food items and beverages. This location is <u>not</u> intended for a coffee bar, although the location may offer coffee.</p>
PACKAGE D - 1 location	
<p>#2D Concourse D 1,809 SF</p>	<p>Restaurant/ Bar</p> <p>This location is intended for a full-service restaurant and bar with table service in a casual dining environment. A full menu covering all day parts should be offered. In addition, a separate bar area should be designed and offer a full variety of beverages, including local varieties. A take out counter should be incorporated in the facility design so that passengers are able to purchase freshly prepared foods to go. These products should be of the highest quality and packaged for convenience.</p>

PACKAGE E - 2 locations	
<p>#4CM Concessions Mall 195 SF</p> <p>#4D Concourse D 1,037 SF</p>	<p>Bistro/ Cafe</p> <p>Two locations have been identified for this concept. As a stand-alone location at the end of the Concessions Mall, approximately 200 square feet of space is identified for a bistro/café kiosk. The second location is also a stand-alone space on Concourse D that comprise approximately 1,168 square feet. Due to the central location of these facilities, careful consideration must be given to store design to ensure customer lines do not interfere with passenger circulation.</p> <p>The two spaces are intended for a bistro/ café concept that offers passengers a variety of menu items in a casual environment, offering items such as pastries, sandwiches, salads, soups, and other snack items. A limited selection of alcoholic beverage may be offered, provided that they are complementary to the overall food service concept(s) of the locations. A separate take out should be incorporated in the facility designs so that passengers are able to purchase freshly prepared foods to go. These products should be of the highest quality and packaged for convenience.</p>

SECTION VI. SUBMISSION REQUIREMENTS

In order to expedite the evaluation of proposals, Proposers MUST organize proposals as described below. Proposals which do not follow the specified format outlined below may be deemed unresponsive and may be disqualified from the process. In addition, failure on the part of the Proposer to provide the required documentation may be cause for rejection of the proposal.

A. COVER/TRANSMITTAL LETTER

B. EXECUTED AFFIDAVIT FORM (Form 1)

Proposer must include an executed Affidavit Form in the format of Form 1.

C. BUSINESS INFORMATION QUESTIONNAIRE (Form 2)

Proposer must include a completed Business Information Questionnaire in the format of Form 2.

D. BUSINESS AND FINANCIAL REFERENCES (Form 3)

The Proposer should list three business references and three financial references related to its business operations during the past three years. Proposers should use the format provided in Form 3

E. EXPERIENCE AND QUALIFICATIONS STATEMENT AND PROPOSER'S HISTORICAL RETAIL SALES STATISTICS (Form 4)

Proposers should explain in detail the number of years and extent of Proposer's food service experience, with special emphasis on the experience with the operation and management of a restaurant or other food service outlet at any airport, major transportation center, shopping center, or high customer traffic/volume environments. Proposer should also provide resumes and details on the relevant experience of persons who will be directly involved in the management of this concession including, specifically, on-site manager(s).

This section of the Proposal should include the following and be presented in the format of Form 4:

- Names of restaurants and other food service outlets operated by the Proposer in the prior five years
- Description of the food service concepts
- Sales volume of existing operations, listed by food service category, for the past three years
- History of food service experience
- Number of employees in total

- Photographs of the interior and exterior of a sample of existing restaurants
- Other information that supports Proposer's food service experience as it pertains to the Proposal

F. **FINANCIAL STATEMENTS**

Proposer must submit to the County the following financial statements in a separate envelope marked "Financial Statement":

- If Proposer is organized as a corporation, partnership, LLP, LLC or joint venture, complete financial statements, including a Balance Sheet, Income Statement, Statement of Cash Flows and footnote disclosures, prepared in accordance with generally accepted accounting principles, for the current fiscal year-to-date, and the most recent three complete fiscal years. If available, financial statements audited or certified by an independent certified public accountant should be submitted; otherwise, a notarized statement certifying the accuracy of the financial information and signed by the an officer of the proposing entity must accompany the financial information
- If Proposer is a wholly owned subsidiary of another entity, then the above-referenced financial information of the parent entity must also be submitted.
- If Proposer intends to organize as a partnership, LLP, LLC or joint venture, then the above-referenced financial information of each partner, LLC/LLP member or joint-venturer must be submitted. Individuals required to provide financial information must submit the three most recent personal tax returns and a current statement of net worth.
- If Proposer intends to operate as a sole proprietorship, then the three most recent personal tax returns and a current statement of net worth must be submitted.

The Proposer must submit the above-referenced financial information for proposed subtenants, if any.

The County reserves the right to obtain, at no cost to the Proposer, a Dun and Bradstreet financial report, or other credit report, on Proposer and its partners, affiliates and subtenants, if any, to facilitate its financial evaluation of the Proposal.

G. METHODS OF MANAGEMENT AND OPERATION

Describe the specific plan for operation and the services that will be provided. Include the following:

- a) Hours of Operation
 - Propose hours of operation for each location which shall be, at least, as required in Section III, Paragraph I.
- b) Staffing Plan
 - Staffing plan to include the number of management and non-management employees and the shifts to cover the operating hours
- c) Customer Service Philosophy and Programs
 - A description of the Proposer's goals with regard to customer service including examples of customer service surveys and the proposed customer service survey program's frequency of use, data analysis methodology, and sample summary reports.
 - Employee training programs
 - Employee Policy Manual
- d) Logistics and Frequency
 - Delivery schedule of new goods
 - Replenishment of on-site stock
- e) Facility Maintenance Plan
 - Policy for maintenance and repairs
 - Frequency of cleaning and trash disposal
 - Replacement of equipment, displays, fixtures and carpeting
- f) Policies and Practices
 - Inventory and cash controls including a description of proposed cash control system and make and model of cash register or point of sale equipment
 - Security programs
 - Affirmative action plan

H. RESTAURANT CONCEPT AND DESIGN (Form 5)

Proposer should submit the following information for each location in sufficient detail to clearly define the proposed food service outlet. This information should be presented in the format of Form 5, and include the following detailed descriptions: a) food service concept and theme including, as appropriate, a discussion of its relation to the Milwaukee area; b) sample menu including proposed prices; c) a

narrative description of the proposed capital improvements to be made to the space, the dominant design theme and a discussion of its relation to the Milwaukee area; d) preliminary plans in sufficient detail to allow evaluation of the quality and design of the proposed tenant improvements including:

- layout and space plans of the facility showing points of sales, fixture layout, expected queuing and other pertinent features;
- visual presentation of the facility, such as renderings, drawings, sketches, photographs, etc., that include the interior and exterior views of the facility and show the overall design of the space, general color scheme and fixtures; and
- visual presentation of proposed interior and exterior signage and graphics.

All designs must conform to the Airport's design standards as set forth in the Tenant Design Criteria.

Proposer should identify its architectural team, specifying prior experience in the design of retail facilities (including resumes and project experience) with photographs of sample projects attached.

I. PROJECTED SALES, NET INCOME AND CASH FLOW (Form 6)

Provide a good faith estimate of the expected annual gross sales, cost of goods sold, other direct expenses, general and administrative expenses, net income and cash flow to be derived from the proposed operations over the Term for each location. Major assumptions used in developing the sales projections should also be clearly stated.

J. CAPITAL INVESTMENT AND FINANCING PLAN (Form 7)

Provide a detailed cost estimate for the proposed improvements and other start-up costs. Proposer should specify the source of funds (cash, bank loan, etc.) for the capital improvements and start-up costs for each location. Use the format provided on Form 7.

K. PROPOSED MINIMUM ANNUAL GUARANTEE (Form 8)

State the Minimum Annual Guaranteed Rent (MAG) that Proposer proposes to pay for the first full lease year (Form 8). The MAG will commence as of the opening of a Selected Proposer's last store to be developed, but not later than 365 days following delivery of the Premises for Package A and 180 days following delivery of the Premises for Packages B, C, D, and E.

For subsequent years of the Term, the Minimum Annual Guarantee shall equal the greater of the proposed MAG or eighty-five percent (85%) of the previous year's payable Concession Fee.

L. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS (Form 9)

Proposer is required to complete and submit Form 9.

M. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PLAN (Form 10)

It is the policy of the County that Airport Concession Disadvantaged Business Enterprises (ACDBEs) should have the maximum practical opportunity to participate in the competitive process of supplying goods and services to the County as managers and operators of concessions at the Airport. The County has established the following minimum ACDBE participation goals: 25% for Packages A, B, C, D, and E.

The County expects each Proposer to formulate an ACDBE Plan (Page F10-1) that is beneficial to the Proposer and the Airport community. Each Proposer must include as part of its proposal, the Proposer's plan for ACDBE participation, which must be specific and must provide for the operation of specific aspects of its business plan by ACDBE participants. Proposer must identify its ACDBE participants and describe in detail each ACDBE's participation.

Proposer should include a description of the specific role(s) of ACDBE(s) in the management and operations of the concession and the level of financial participation by the ACDBE(s).

Pages F10-2 through F10-11 contain Good Faith Waiver process and forms to be completed by those proposers who may be unable to meet the 25% ACDBE goal.

Certification forms and additional information regarding the County's ACDBE program can be obtained by contacting the Milwaukee County Community Partners Business Development Office at 414-278-5248.

N. OPINION OF LEGAL COUNSEL

Proposer should obtain an opinion from legal counsel stating whether or not litigation is pending or contemplated that could affect Proposer's ability to undertake its proposal.

O. PROPOSAL BOND

A proposal bond in the form and amount specified in Section II(E) above, payable to Milwaukee County without condition or restrictive endorsement shall accompany each proposal.

P. **EXCEPTIONS**

Proposer should include a list of exceptions, if any, to the requirements of this RFP, Forms and Attachments. State all such exceptions on a separate page labeled "Exceptions." Identify the requirement, nature of the exception and explanation. If there are no exceptions to any portion of this RFP, Proposer should state so on the "Exceptions" page. If no exceptions are identified and Proposer's proposal is accepted, Proposer will conform to all of the requirements specified herein, including but not limited to, execution of the Agreement in the form attached hereto.

Q. **OTHER INFORMATION**

Proposer should provide any other information that it believes would be helpful in evaluating the Proposer's ability to successfully develop and operate the concession.