

OFFICIAL NOTICE NO. 6971

INVITATION TO SUBMIT BID
FOR
CAR RENTAL CONCESSION
GENERAL MITCHELL INTERNATIONAL AIRPORT
MILWAUKEE, WISCONSIN

Sealed bids for the installation, management and operation of a quality, nonexclusive Car Rental Concession in the Rental Car Center located in the parking garage at General Mitchell International Airport from experienced operators will be received in the office of the Milwaukee County Clerk, Room 105, Courthouse, 901 N. 9th Street, Milwaukee, Wisconsin 53233, until 2:00 p.m. on Wednesday, October 29, 2014.

Each bid must be accompanied by a bid guaranty in the form of an Irrevocable Letter of Credit, Cashier's Check, Certified Check, or Money Order, made payable to Milwaukee County, without condition, in the amount of Ten Thousand and No/100 Dollars (\$10,000.00).

Bid forms may be obtained at the Airport Administrative Offices of General Mitchell International Airport at 5300 South Howell Avenue, Milwaukee, Wisconsin 53233 or from the Airport's website at www.mitchellairport.com under the Airport Information, Business Opportunities links.

Interested parties shall submit their bid on approved forms and be willing to enter into an agreement with Milwaukee County for a term commencing January 1, 2015 and ending June 30, 2019, based upon, but not limited to, the conditions outlined in the document titled "Information to Bidders" and the "Informational Draft" of the agreement which constitute the bid package documents.

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

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OFFICIAL NOTICE NO. 6971

INFORMATION TO BIDDERS

CAR RENTAL CONCESSION
GENERAL MITCHELL INTERNATIONAL AIRPORT
MILWAUKEE, WISCONSIN

NOTE: The following text summarizes portions of the Informational Draft Agreement for Car Rental Concession provided with this Invitation to Submit Bid. Because the Concession Agreement that will be signed by Milwaukee County and the successful Bidder will be based on the Informational Draft Agreement for Car Rental Concession provided with this Invitation to Submit Bid, bidders are urged to read and understand the Informational Draft Agreement before submitting their bids. The Informational Draft Agreement contains a more detailed discussion of the matters summarized in the Invitation to Submit Bid.

SECTION I. INVITATION

Milwaukee County (hereinafter referred to as "County") requests bids for the operation of one (1) quality non-exclusive Car Rental Concession in the parking garage across from the baggage claim area of the terminal building at General Mitchell International Airport from experienced operators of such a concession. (The successful bidder is hereafter referred to as "Concessionaire.") The facility to be provided by Milwaukee County is a facility within the parking garage comprising seven (7) service counters. Six of the seven counters are currently operated by rental car Concessionaires through June 30, 2019. The current operators are Avis/Budget, Dollar/Thrifty, Enterprise, Hertz, and Alamo/National. This opportunity is a result of a bankruptcy of a former rental car Concessionaire. The remaining term of that concession agreement will be awarded to the successful bidder. The successful Concessionaire will be required to supply new finishes, utility runs, and equipment hook-ups as may be needed at Concessionaire's sole cost. The seven (7) counter areas are identified on Exhibit "A" of the attached Informational Draft of the Agreement. The "counter areas" include the customer service counters and the adjacent office spaces. The counter included in this opportunity is Area 7 - 271 sq. ft.; Rental Rate = \$35.00/sq.ft.; Annual Rental = \$9,485.00.

It is the intent of the County that Bidders possess certain experience and qualifications to insure a quality Car Rental Concession at GMIA. Bidders, therefore, must meet the following minimum requirements:

1. Bidder must have been engaged in the airport car rental business on a national scale for at least five (5) years immediately prior to the date its bid is submitted, or be the authorized franchisee of an airport car rental firm, which must have been in business on a national scale for at least five (5) years.
2. Bidder must have a sufficient fleet of automobiles to provide timely and efficient rent-a-car service at the Airport. All automobiles used to provide this service must be current models or models of the immediately preceding two (2) years.
3. If a corporate entity, the bidder must be incorporated under the laws of one of the States of the United States and, before commencing operations under the terms of the concession agreement, must be authorized to do business in the State of Wisconsin, and evidence of these matters, satisfactory to the County's Corporation Counsel, must be furnished to the County, upon request.
4. Bidder must be capable of providing the following services for its customers at General Mitchell International Airport:
 - a. National Credit Card System;
 - b. National Reservation System; and
 - c. Bodily Injury and Property Damage Liability Insurance as primary coverage and not as excess of customers' personal liability insurance coverage.

SECTION II. GENERAL SCOPE

A. DEADLINE FOR SUBMISSION

One original and three (3) copies of the bid must be submitted to the County Clerk before 2:00 p.m. Central Daylight Time (CDT) on October 29, 2014 in a sealed envelope clearly marked on the outside as follows:

OFFICIAL NOTICE NO. 6971

BID FOR THE OPERATION OF A CAR RENTAL CONCESSION
GENERAL MITCHELL INTERNATIONAL AIRPORT

County Clerk
County of Milwaukee
Room 105, Courthouse
901 N. 9th Street
Milwaukee, WI 53233

B. BID WITHDRAWAL

Bids may be withdrawn by requesting such withdrawal in writing at any time prior to 2:00 p.m. CDT on October 29, 2014. After such date and time, bids shall be binding without modification or amendment.

This will not preclude the submission of another bid by the Bidder prior to the date and time identified above. After the deadline for submission, the Bidder will not be permitted to withdraw its bid without penalty, and the submission of a bid will constitute a valid offer subject to acceptance by County for a period of one hundred and twenty (120) calendar days following the bid due date.

C. BID SECURITY

All bidders are required to submit a bid security in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) in the form of an Certified Check, Cashier's Check, Irrevocable Letter of Credit, or Money Order made payable without condition to Milwaukee County.

The security may be held by the County for a period no longer than one hundred twenty (120) days after October 29, 2014, after which bid guarantees will be returned (without interest) to all bidders except the successful bidders. Each successful bidder's guarantee will be held until the successful bidder submits a performance guaranty and an agreement has been fully executed.

The successful bidder shall enter into a Concession Agreement (reasonably comparable to the attached Informational Draft) with Milwaukee County within sixty (60) days after presentation of an agreement for execution, or shall forfeit the Ten Thousand Dollar (\$10,000.00) bid security as liquidated damages. The

Airport Director may grant additional time to execute an agreement. The agreement will be binding upon execution.

D. EVIDENCE OF QUALIFICATIONS

Bidder must present evidence that it is qualified and has the necessary facilities, equipment, experience and financial resources to fulfill the requirements of the specifications. In order to provide the County with this information, the selected bidder must submit, with its bid documents, the information required in the Attachments A through J.

E. BID ELEMENTS

The bid shall be made on the Bid Form, Attachment E, which shall identify a Minimum Annual Guarantee rental payment to be paid to County for each year of the Agreement.

Each Bidder shall specify the amount payable for the first year of the Term of the Agreement for the privileges and rights to be awarded under the Concession Agreement. This amount shall be expressed in the form of a Minimum Annual Guarantee that Bidder agrees to pay to the County twelve (12) equal monthly installments during the first year of the Term. This Minimum Annual Guarantee must exceed \$100,000. For years 2, 3, 4, and 5 of the Term of the Agreement, the Minimum Annual Guarantee shall be 85% of the Concessionaire's previous year's concession fees paid to County or the Minimum Annual Guarantee bid for the first year of the Term of the Agreement, whichever is greater.

The successful bidder shall pay to County the higher of the Minimum Annual Guarantee or ten percent (10%) of all annual gross revenues. The term "gross revenues" as used herein shall be construed to mean the aggregate amount of all sales made for cash, credit or otherwise by Concessionaire from the operation of its car rental concession at General Mitchell International Airport and shall include all charges for the month in which the service is rendered, regardless of when payment is received by Concessionaire. Such revenues shall include: total rentals excluding credits, refunds and rebates given to customers for cars rented out at the Airport without regard to the manner in which, or place at which Concessionaire has received the order for the cars and regardless of the station to which they are returned; all sums collected by Concessionaire for personal accident insurance charges; personal effects, cargo and life insurance, and rental of cellular telephones.

The Minimum Annual Guarantees Bid amounts will be the basis for the award of the Car Rental Concession Agreement, the counter space, and the "ready/return" spaces.

Neither the percentage established by the County nor the Minimum Annual Guarantees bid by Concessionaires shall be subject to negotiation after the bids are received.

Rentals for counter space, "ready/return" car space, are not to be considered part of the percentage fee or minimum annual guarantee.

Concessionaire shall not sell or offer for sale its used rental cars on the premises of General Mitchell International Airport.

In the event Concessionaire operates a car rental facility within five (5) miles of the terminal building ("off-airport facility"), any person renting a vehicle at Concessionaire' off-airport facility and presenting or using an out-of-state driving license will be presumed to be an arriving passenger at General Mitchell International Airport within the previous twenty-four (24) hour time period, and the total car rental contract amount shall be included in the gross revenues reported to the Airport Director, as if the car rental contract had been written at Concessionaire's counter at General Mitchell International Airport. Concessionaire may contest this presumption with clear and convincing evidence that such a person did not, in fact, arrive at General Mitchell International Airport within twenty-four (24) hours prior to the rental. Concessionaire shall not and will not conduct, or cause to be conducted, any car rental business other than from its assigned counter space at General Mitchell International Airport.

F. CUSTOMER FACILITY CHARGE

The County reserves the right to impose a Customer Facility Charge for the purpose of recovering the costs associated with any project and any garage or Terminal or road improvements which may be, or has been, made by the County, in its sole discretion, which benefits the tenants.

During the term of the agreement, Concessionaire shall collect a Customer Facility Charge (CFC) of \$1.00 per transaction on behalf of the County from each car rental customer to pay for the cost of planning, designing, constructing, and financing the

improvements to the car rental facilities in the parking garage. Upon the recovery of the costs (plus interest) of the new Rental Car Center, the collection of the \$1.00 per contract fee will terminate.

G. PARKING ALLOCATION

An area has been designated in the public parking structure for lease by the Concessionaires for "ready/return" cars, as shown on Exhibit "B" of the Informational Draft. The Area included in this solicitation is Area A - 12,700 sq. ft.; Rental Rate = \$6.73/sq.ft.; Annual Rental = \$85,471.

The location of each Concessionaire's "ready/return" area will be fixed for the full term of the Agreement. If any one Concessionaire's market share has grown by at least five percent (5%), the Airport Director may, but is not required to, reallocate the "ready/return" areas to reflect the change in market share.

H. AFFIRMATIVE ACTION REQUIREMENTS

Bidder is required to submit the Equal Employment Opportunity Certificate for Milwaukee County Contracts (Attachment F). The bidder is expected to be in compliance with Affirmative Action requirements at the time of submittal. If not, County has the right to declare the bid non-responsive. In addition to above requirements, the successful bidder 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.

I. AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) GOAL

The County has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program that conditions the award of airport concessions on the good faith efforts of Concessionaires to include DBEs and/or ACDBEs, certified by the Wisconsin

Unified Certification Program (UCP), in its operations. Concessionaire shall take all reasonable and necessary steps to commit to the level of participation by DBEs and/or ACDBEs as stated in its bid. In the event that new regulations are issued by the U.S. Department of Transportation (DOT) implementing new rules for DBE participation in airport concessions, Concessionaire shall continue to meet the level of participation by DBEs and/or ACDBEs as stated in its proposal, or to initiate all necessary and reasonable steps to achieve and maintain the newly established level of participation throughout the remaining term of this Agreement. Participation may be in the form of any legal arrangement meeting the eligibility standards in 49 CFR Part 23, as currently stated or amended, and shall be counted toward the goal as set forth in those regulations. Concessionaire shall submit reports as may be required by County in the form specified by County for the purpose of demonstrating compliance with this section.

J. CONCESSION AWARD

The award of the concession, if awarded, will be made within sixty (60) days after the opening of the bids, but in no case will an award be made to a bidder until the responsibility of such bidder has been investigated. It is anticipated that the County Board by resolution will award an agreement to the bidder that it determines is the highest qualified bidder, and such bidder will be notified in writing by the Airport Director of such action by County Board.

K. COUNTY'S RESERVATION OF RIGHTS

The County seeks competitive bids for the Car Rental Concession. Notwithstanding that the terms "Bid" and "Bidder" are used herein, the public bidding statutes and ordinance are not applicable to the award of a concession agreement. County reserves the right to reject any or all bids and to cause rebidding, or take such other course of action as County deems appropriate at the County's sole discretion.

L. CAUSES FOR DISQUALIFICATION

The County reserves the right to reject any bidder which in the County's opinion does not have adequate qualifications. The County reserves the right to waive minor irregularities and formalities.

More than one bid for the same concession under the same or different names will not be considered. Reasonable grounds for believing that the bidder is interested in more than one bid for the same concession will cause the rejection of all bids for that concession in which the bidder is interested. One or all bids will be rejected if there is reason for believing that collusion exists among the bidders, and no participant in such collusion will be considered in future bids for operation of a concession.

A contract may not be awarded to any bidder that is in arrears or is in default to the County upon any debt or contract or that is or was a defaulter as surety or otherwise, upon any obligation to the County or has failed to perform faithfully any previous contract with the County or has refused to enter into a concession agreement with County after having been awarded same or is currently engaged in litigation with or against the County.

In addition, the following may be considered sufficient for the disqualification of a bidder and the rejection of the bid:

1. Incomplete submittal of the bid documents.
2. Lack of the business skills or financial resources necessary to operate the concession successfully, as revealed by either financial statements or experience statement.
3. Lack of responsibility as shown by past work, references, or other factors.
4. Submission of a bid package which is incomplete, conditional, ambiguous, obscure or which contains alterations not called for, or irregularities of any kind.

M. EXPENSES

All expenses incurred by the bidder in preparing its response to this Request for Bid (RFB) and in seeking award of this contract shall, under all circumstances, be borne solely by the bidder.

N. THE AGREEMENT

Except in the circumstances identified in the Official Notice or by statute, ordinances or rule, the successful bidder

(hereinafter referred to as "Concessionaire") shall enter into a Concession Agreement with Milwaukee County, which will be reasonably comparable to the attached Informational Draft of the Agreement. Subject to earlier termination as provided in the attached Informational Draft of the Agreement, the agreement will be binding upon execution. Bidders are encouraged to carefully read this document to familiarize themselves with the obligations required of Concessionaire.

O. GENERAL INFORMATION

1. Term of Agreement

The Agreement shall be for a period commencing on January 1, 2015 and ending on June 30, 2019. Concessionaire understands that the concession location (counter area and car ready/return area) will be made available in "as is" condition.

2. Insurance Requirements

Concessionaire shall provide evidence of current liability and property insurance coverage as required by the Informational Draft of the Agreement.

3. Performance Guaranty

Concessionaire will be required to provide a performance guaranty in the amount equal to fifty percent (50%) of the Minimum Annual Guarantee as appears on Attachment E within thirty (30) calendar days after the date the contract is awarded. This performance guaranty 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. Concessionaire will forfeit the performance guaranty in the event that Concessionaire fails to fully perform the duties and obligations of the Agreement.

4. Concessionaire's Responsibilities

- a. Installation, operation, and maintenance of a Car Rental Concession facility.
- b. Employment of trained personnel, who shall be clean, courteous, efficient, and neat in appearance.

- c. Payment of all taxes assessed against Concessionaire's furnishings, equipment, or stocks of merchandise and supplies and shall obtain and pay for all permits, licenses, or other authorizations required by authority of law in connection with the operation of its business at the airport.
- d. Compliance with applicable federal, state, and local laws, regulations, and ordinances, etc., including the rules and regulations governing the use and operation of GMIA.
- e. Keeping accurate records and books of account in order to submit monthly statements to the County, including a yearly report prepared by an independent firm of certified public accountants.
- f. Providing comprehensive general liability insurance covering all operations under the concession agreement, limits being a minimum of one million dollars (\$1,000,000.00) per occurrence, during the policy period, including product liability.
- g. Furnishing County with satisfactory evidence that it carries compensation insurance as required under the Worker's Compensation Act of Wisconsin (Chapter 102 of the Wisconsin Statutes).
- h. Furnishing a performance guaranty in the form of a Performance Bond, Certified Check, Cashier's Check, Irrevocable Letter of Credit, or Money Order in the principal sum of 50% of the amount of the Minimum Annual Guarantee bid as appears on Attachment E, satisfactory to the County's Corporation Counsel, which shall be maintained and kept in full force and effect from the date of the signing of the Agreement by Concessionaire through one year following termination or expiration of the Agreement.
- i. Supply counter finishes, equipment, and utility conduit from the utility closets to the counter area at Concessionaire's sole cost. General plans and specifications for counters will be provided by the Airport.

- j. Obtain all appropriate permits and comply with all appropriate codes, regulations, and ordinances of the County of Milwaukee, the City of Milwaukee, and the State of Wisconsin.

5. Utilities

County will provide ordinary heat and air conditioning. Electric convenience outlets are presently installed and current for the purpose of lighting and operating the office. Additional outlets are the responsibility of Concessionaire, with the prior approval of the Airport Director.

6. Anti-Lobbying Provisions

Except as otherwise provided herein, all bidders 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. This selection is not meant to preclude bidders from discussing their bids with one or more members of the County, provided such meetings are scheduled, conducted in person, and are posted as open meetings by the County at least 24 hours prior to the scheduled meeting. The County's posting shall include and detail the participants, the subject matter and shall invite the public and press to participate. No contacts made by telephone, other than to schedule a public meeting, are permitted, and copies of contacts made via letter, FAX, e-mail or other written method may be made available to the public press and all bidders.

7. Code of Ethics

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.

8. Successful Bidder's Refusal to Enter Into Agreement

Should a successful bidder fail or refuse to execute the Concession Agreement and/or file the required performance guaranty with the Airport Director upon execution of the Agreement, the \$10,000 bid guaranty submitted by said bidder shall become the property of the County, not as a penalty but as liquidated damages and, if the County Board so desires, it may award a Concession Agreement to the next highest qualified bidder who shall be requested to execute and deliver to the Airport Director, within thirty (30) days from receipt of same, an executed Concession Agreement and the required performance guaranty. Within ten (10) days after receipt by the County of seven (7) properly executed Concession Agreements, including performance guaranties, the bid guaranty of the remaining bidders will be returned.

In the event of the default of the successful Bidder or its refusal to enter into an Agreement, County reserves the right to accept the bid of any other Bidder and make an award of contract to such Bidder, or to rebid the concession.

9. Bid Process and Anticipated Award Schedule

Outlined below is a schedule of events included in the bid process:

<u>Activity</u>	<u>Projected Date</u>
Issue Request for Bids (RFB)	10/7/14
Bid Due Date	10/29/14
County Board Committee Meeting	12/3/14
County Board Action	12/18/14
Final Agreement Execution	12/31/14

10. Conflict in Language

In the event of any discrepancy between this Information to Bidders and the Agreement, the terms of the Agreement shall prevail.

11. Questions and Comments

Any questions or comments regarding discrepancies or omissions in this RFB must be submitted in writing by October 17, 2014 to:

Kathy Nelson
Airport Properties Manager
General Mitchell International Airport
5300 S. Howell Avenue
Milwaukee, WI 53207
FAX: 414-747-4525
knelson@mitchellairport.com

Responses to the written comments shall be distributed to all interested parties in the form of an addendum to the bid document. Milwaukee County will not respond to any oral requests and will not be responsible for any oral instructions. The final addendum will be posted on the Airport website by October 22, 2014.

SECTION III. AIRPORT DESCRIPTION AND PASSENGER ACTIVITY

A. AIRPORT DESCRIPTION

General Mitchell International Airport is a medium hub airport which serves the Milwaukee Metropolitan area and surrounding urban, suburban and rural communities of southeastern Wisconsin. The Airport is located 6.5 miles or twelve minutes driving time due south of the center of the City of Milwaukee. It is owned and operated by the County of Milwaukee and has been in its present location since 1926. The Airport covers 2,100 acres and has five principal runways, two of which are suitable for commercial jet aircraft. Runway 1L is 9,690 feet long by 200 feet wide and is an operational Category II runway. Both Runways 1L and 7R have instrument landing systems and sequenced flasher approach light systems.

The Airport spur (State Highway 119) connects the terminal area and cargo area by freeway to Interstate 94, making the Airport accessible and convenient to ground transportation traffic.

General Mitchell International Airport is certificated in compliance with Federal Aviation Regulations.

B. AIRLINES

At the present time, seven (7) air carriers and their commuter affiliates serve General Mitchell International Airport. These air carriers are located on the respective concourses as follows:

<u>Concourse C</u>	<u>Concourse D</u>	<u>Concourse E</u>
American	Frontier	Delta
Southwest	Delta	United/Continental
		Air Canada

C. PASSENGER STATISTICS AND RENTAL CAR GROSS REVENUES

TABLE I

DEPLANING PASSENGER STATISTICS AT MITCHELL INTERNATIONAL

2010-2013

<u>Year</u>	<u>Deplaned</u>
2010	3,860,049
2011	3,755,368
2012	3,780,315
2013	3,266,309

TABLE II

CAR RENTAL CONCESSION - GROSS REVENUES

<u>Company</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Avis	\$13,985,488	\$13,856,613	\$14,036,126	\$19,577,301
Budget	\$9,751,297	\$9,973,630	\$10,287,774	\$3,858,505
Enterprise	\$11,381,612	\$14,772,732	\$14,219,367	\$13,420,747
Dollar	\$4,106,842	\$4,246,727	\$4,660,464	\$6,788,116
Hertz	\$20,600,552	\$18,911,730	\$18,009,578	\$18,199,256
National/Alamo	\$10,303,477	\$10,980,067	\$11,231,941	\$11,465,043
Thrifty	\$3,351,414	\$3,078,205	\$2,566,478	\$909,650
Mayfair*	\$199,873	\$172,003	\$200,421	\$369,360
Advantage**	\$52,385	\$873,675	\$719,830	\$1,522,914

*Off-airport company (pays 6.5% of gross revenues)

**Advantage came on-Airport 2/15/13

(Validity of Information - The information provided herein may be of value to bidders in estimating revenue potential, however, Milwaukee County assumes no responsibility and does not guarantee the validity of the statistics.)

Each bidder shall carefully examine the terms of the concession agreement. Each bidder will be charged with the responsibility of making an on-site inspection of the Airport, the location of the Car Rental Concessionaires' facilities, and the location and size of the "ready/return" car area in the Airport parking structure. Failure on the part of any bidder to make such examination and on-site inspection shall not constitute grounds for declaration by bidder that it did not understand the conditions with respect to its bid.

SECTION IV. SUBMISSION REQUIREMENTS

To expedite the evaluation of bids, County requires that each bidder MUST organize its bid as described below. Bids which do not follow the specified format outlined below may be deemed unresponsive and disqualified from the process. In addition, failure on the part of the bidder to provide the required documentation may be cause for rejection of the bid. Those companies that have a current car rental concession agreement with Milwaukee County (Incumbent Concessionaire) are not required to complete certain sections of Attachments B, C,

attachments with the requested containing information as stated below.

1. COVER/TRANSMITTAL LETTER
2. EXECUTED AFFIDAVIT FORM (ATTACHMENT A)
3. BUSINESS INFORMATION QUESTIONNAIRE (ATTACHMENT B) - Incumbent Concessionaires complete only #1
4. BUSINESS AND FINANCIAL REFERENCES (ATTACHMENT C) - Incumbent Concessionaires need not complete
5. OPERATIONAL INFORMATION (ATTACHMENT D) - Incumbent Concessionaires complete only C.

Bidders should explain in detail the number of years and extent of Bidder's car rental experience. This section of the bid should include the following:

- a. A list of five of the most recent and representative locations of operation showing the name, address, and years of operation (dates) and gross revenue.
- b. The number of airport car rental concessions, if any, Bidder is currently operating - Name, location, year (dates) of operation, and gross revenues for the two (2) most recent years of operation.
- c. Identification of any car rental concession cancellations and the reasons for the cancellations.

6. **BID FORM (ATTACHMENT E)**

On **Attachment E** provide the Minimum Annual Guarantee to be paid to County for each of the five (5) years of the Agreement. Bidder is required to use the format provided on **Attachment E**.

7. **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS (ATTACHMENT F)**

Bidder is required to complete and submit **Attachment F**.

9. **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (ATTACHMENT G)**

The County has established an Airport Concession Disadvantaged

Business Enterprise (ACDBE) program that conditions the award of airport concessions on the good faith efforts of Concessionaires to include DBEs and/or ACDBEs, certified by the Wisconsin Unified Certification Program (UCP), in its operations. Concessionaire shall take all reasonable and necessary steps to commit to the level of participation by DBEs and/or ACDBEs as stated in its bid. In the event that new regulations are issued by the U.S. Department of Transportation (DOT) implementing new rules for DBE participation in airport concessions, Concessionaire shall continue to meet the level of participation by DBEs and/or ACDBEs as stated in its proposal, or to initiate all necessary and reasonable steps to achieve and maintain the newly established level of participation throughout the remaining term of this Agreement. Participation may be in the form of any legal arrangement meeting the eligibility standards in 49 CFR Part 23, as currently stated or amended, and shall be counted toward the goal as set forth in those regulations. Concessionaire shall submit reports as may be required by County in the form specified by County for the purpose of demonstrating compliance with this section.

Each Bidder must complete the forms contained in Attachment G regarding the Bidder's plan to realize the DBE goal. DBE participation may be accomplished through a direct contract, partnership or joint venture.

10. OPINION FROM LEGAL COUNSEL (ATTACHMENT H)

Provide a letter from your legal counsel setting forth any litigation within the last ten years that bidder is, or has been involved in, that relates to its concession operations at other locations.

11. BID SECURITY (ATTACHMENT I)

A security bond in the form of a Ten Thousand Dollar (\$10,000.00) Certified Check, Cashier's Check, Irrevocable Letter of Credit or Money Order, payable to Milwaukee County without condition or restrictive endorsement shall accompany each bid. DBE firms may present a security bond in the amount of Five Thousand Dollars (\$5,000.00).

12. FINANCIAL STATEMENTS (ATTACHMENT J)

Bidder must provide in a separate envelope financial statements including a balance sheet and an income statement prepared by an

independent Certified Public Accountant (CPA) in accordance with generally accepted accounting principles (or tax documents for a sole proprietorship) for the past three (3) complete fiscal years, including all footnotes, disclosures, and cash flow statements. Bidders must be prepared to substantiate all information shown. If Bidder intends to operate the business as a sole proprietorship, Bidder must submit in a separate envelope a personal financial statement (Attachment F) not older than ninety (90) days and his/her three (3) most recent personal tax returns. This separate envelope should be marked "Financial Statements" and must be submitted with the rest of the bid.

If Bidder is a corporation, partnership or joint venture, and has been in business for less than one (1) year, then the above personal financial information is required for all shareholders, partners and joint venture partners that have a 10% or more ownership interest in the Bidder.

H:\Private\Properties\Airside\Request for Proposals\Rental Car 2014\Rental Car 2014 RFB.doc

ATTACHMENT A

AFFIDAVIT

The undersigned Bidder hereby submits to Milwaukee County the Bid enclosed herein, to operate a Car Rental Concession at General Mitchell International Airport based upon all terms and conditions set forth in Official Notice No. 6971 documents including attachments. Bidder further specifically agrees hereby to provide the car rental concession in the manner set forth in the Bid submitted by the Bidder.

The undersigned Bidder represents and understands as follows:

1. Bidder acknowledges that Milwaukee County is relying on the Bidder's submitted information and the representation that Bidder has the capability to successfully undertake and complete the responsibilities and obligations of the Bid being submitted and the Car Rental Concession Agreement to be entered into.
2. Bidder acknowledges that Milwaukee County has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by the Bidder.
3. Bidder hereby acknowledges that Bidder has read and fully understands all of the provisions and conditions set forth in these Bid documents upon which the submitted Bid is based.
4. Bidder acknowledges that Milwaukee County is obligated to adhere to certain Grant Assurances as a recipient of federal grant funds awarded for the operation of General Mitchell International Airport and adherence to said Grant Assurances will become an obligation of the party awarded this contract.
5. Bidder acknowledges that the following forms and information are completed and made part of Bidder's Bid package:
 - a. Cover/Transmittal Letter
 - b. Affidavit Form (ATTACHMENT A)
 - c. Business Information Questionnaire (ATTACHMENT B)
(**Incumbent concessionaires complete only #1 on Page B - 1**)

- d. Business and Financial References (ATTACHMENT C) (**Incumbent concessionaire may submit pages C - 1 and C - 2 blank**)
 - e. Operational Information (ATTACHMENT D) (**Incumbent concessionaire complete only #3 on page D - 1**)
 - f. Bid Form (ATTACHMENT E)
 - g. Equal Opportunity Certificate for Milwaukee County Contracts (ATTACHMENT F)
 - h. Disadvantaged Business Enterprises Participation (ATTACHMENT G)
 - i. Opinion from Legal Counsel (ATTACHMENT H)
 - j. Bid Security (ATTACHMENT I)
 - k. Financial Statements (ATTACHMENT J)
6. Bidder has the capability to successfully undertake and complete the responsibilities and obligations of the Bid being submitted.
7. A Bid Security in the form of a Certified Check, Cashier's Check, Irrevocable Letter of Credit or Money Order, made payable to Milwaukee County, must be submitted with the Bid. That said security will be held by Milwaukee County securing the obligations Bidder agrees to assume under this Bid, but will be returned to any unsuccessful Bidder after the Agreement has been awarded to the successful Bidder by Milwaukee County or after all Bids have been rejected. In the event this Bid is accepted by Milwaukee County and Bidder fails to meet the terms hereof, said Bid Security shall be forfeited by Bidder and retained by Milwaukee County as liquidated damages.
8. This Bid may be withdrawn by requesting such withdrawal in writing at any time prior to October 29, 2014, but may not be withdrawn after such date and time.
9. Milwaukee County reserves the right to reject any and all Bids and to accept that Bid which in its subjective judgment will provide the best level of service to the traveling public.

OFFICIAL NOTICE NO. 6971

10. This Bid is valid for a minimum period of one hundred twenty (120) days subsequent to the Bid closing date.
11. All costs incurred by Bidder in connection with this Bid submitted shall be borne solely by Bidder. Under no circumstances shall Milwaukee County be responsible for any costs associated with Bidder's submittal.
12. Bidder hereby warrants that: (1) Bidder has not in any manner directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the Bid process, and (2) the contents of this Bid as to rent, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business, prior to the official opening of this Bid.
13. Bidder hereby warrants that neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
14. Bidder certifies, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of Milwaukee County, any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Name of Bidder (Legal Name): _____

Signature of Authorized Person: _____

Title: _____

Business Address of Bidder: _____

Business Telephone Number: _____

Date: _____

NOTARIZED

Signed and sworn before me this _____ day of _____, 20__

Notary Signature: _____

My Commission Expires: _____

Affix Seal:

Attachment B

BUSINESS INFORMATION QUESTIONNAIRE

All information requested in this Questionnaire must be furnished by the Proposer and MUST be submitted with the proposal in the format requested. Statements must be complete and accurate. Information which is incomplete, conditional, ambiguous, obscure or which contains alterations not called for or irregularities of any kind may be cause for the rejection of a proposal.

All information provided by the Proposer herein becomes the property of County and may be considered public information, and as such may be available to the general public.

By submission of this proposal, the Proposer acknowledges and agrees that County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in this questionnaire, and authorizes the release of any and all information sought in such inquiry or investigation by County.

A. PROPOSER IDENTIFICATION

1. Name and contact details of proposer exactly as it is to appear in Concession Agreement.

Name	
Address	
Phone No.	Fax No.
Email	

2. The proposer, if selected, intends to carry on the business as:
 - () Individual () Partnership () Joint Venture
 - () Limited Liability Company () Corporation () Other (attach explanation)
3. If a Partnership or Joint Venture, attach an executed copy of the Partnership agreement or Joint Venture agreement and answer the following:
 - (a) Name, address, and share of each partner of the Joint Venture or Partnership:

Name	Address	Share

(b) Date of Organization:	
---------------------------	--

(c) General or Limited Partnership (if applicable)	
---	--

(d) Where recorded:	
---------------------	--

4. If a Corporation or Limited Liability Company, answer the following:

(a) When incorporated/formed:	
-------------------------------	--

(b) In what state/country:	
----------------------------	--

(c) Furnish the name, address, and share of each officer:

Officer	Name	Address	Amount of Stock or Interests
President			
Vice President			
Secretary			
Treasurer			
Other			

(d) Shareholders owning 10% or more of the Corporation's or LLC's issued stock:

Name	Address	Amount of Stock/Membership Interest

5. If Proposer ever operated under another name and/or ownership structure, provide details.

B. Surety Information

Have you ever had a bond or surety canceled or forfeited?

Yes () No ()

If yes, state name of bonding company, date, amount of bond, and reason for such cancellation or forfeiture.

C. Refusal of Awarded Proposal

Have you ever been awarded an airport concession agreement and refused to enter into same? Yes () No ()

If yes, please explain.

D. Bankruptcy Information

Have you ever been declared bankrupt? Yes () No ()

If yes, state date, court jurisdiction, amount of liabilities, and amount of assets.

E. Agreement Cancellation

Have any agreements held by the Respondent for the operation of a specialty retail concession ever been canceled? If so, please provide details.

ATTACHMENT C

BUSINESS REFERENCES

Provide a minimum of three (3) reference letters from non-affiliated organizations on their company letterhead, attesting to your company's performance in the type of business included in this Request for Proposal. The letters shall attest to Proposer's business ownership and assessment of Proposer's experience in managing a business similar to the business specified in this Official Notice. Each reference letter must be dated within the past eighteen (18) months.

ATTACHMENT D

OPERATIONAL INFORMATION

1. In how many locations is Bidder currently operating a Car Rental business?

Please attach a list showing the name, address, and years of operation (dates), gross revenues of five of the most recent and representative locations of operation. Identify as Exhibit "D - 1".

2. How many airport Car Rental Concessions, if any, is Bidder currently operating?

3. Have any agreements held by the Bidder for the operation of a Car Rental Concession ever been canceled?

Yes () No ()

If yes, give details:

ATTACHMENT E

BID FORM

(PLACE THIS FORM AS THE FIRST SHEET OF YOUR BID)

The following bid is submitted for the operation of an on-airport automobile rental concession at General Mitchell International Airport, Milwaukee, Wisconsin. This offer will be effective upon acceptance of the bid and subsequent execution of an Automobile Rental Concession Agreement with the County of Milwaukee, Wisconsin.

BASE BID: The undersigned Bidder hereby submits to the County the following Minimum Annual Guarantee (MAG), which shall not be less than Two Hundred Thousand Dollars (\$200,000), for the first year of the Agreement for the right to operate an on-airport automobile rental concession at General Mitchell International Airport in accordance with provisions, terms, covenants and conditions set forth in the Instructions and General Info. The undersigned hereby submits a Bid on one of the seven (7) Concessions available to be awarded by the Milwaukee County Board, as follows:

For the right to operate a Concession at the Airport for a period of five years the Bidder offers to pay 10% of the Gross Revenue as that term is defined in the Informational Draft Agreement for Car Rental Concession, but in any event will pay at least the following "Minimum Annual Guarantee" for the first Contract Year; and for Contract Years 2, 3, 4, and 5 will pay at least the "Minimum Annual Guarantee" or 10% of 85% of the previous year's actual gross revenue, whichever is greater and subject only to termination or abatement under the terms of the Concession Agreement and not otherwise. The "Minimum Annual Guarantee" bid for the first Contract Year shall exceed Two Hundred Thousand Dollars (\$200,000.00).

YEAR ONE (Minimum Annual Guarantee Bid is \$ _____
(Bidders Minimum Annual Guarantee in numbers)

(Bidders Minimum Annual Guarantee in Words)

BRANDS In each bidder's response to this RFB, the Bidder shall indicate the brand(s) under which it intends to operate the subject rental car concession for the duration of the term of the Agreement. The number of brands allowed to be operated under one concession shall not exceed two. If awarded a concession, the Concessionaire will be required to operate under the specified brand(s), with no additional brands, for the term of the Agreement. No changes or alterations to the specified brand(s) will be permitted without the express written approval of the Director.

Declaration of Brands:

Concessionaire shall operate from one concession at the Airport only under the brand name(s), (no more than two), set forth as follows:

Concessionaire agrees it will operate under the brand name(s) listed above and no others for the term of this agreement.

Attachment F
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE
FOR MILWAUKEE COUNTY CONTRACTS

Official Notice No.6971

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

Non-Discrimination

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

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

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

Affirmative Action Program

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

Non-Segregated Facilities

VENDOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

Subcontractors

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

Reporting Requirements

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

Affirmative Action Plan

VENDOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with ANY one of the following: The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, Milwaukee County-City Campus, 9th Floor, 2711 W. Wells Street, Milwaukee, Wisconsin 53208. If a current plan has been filed, indicate where filed _____ and the year covered _____. Please provide proof of your AA Plan approval.

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

Employees

VENDOR certifies that it has _____ employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and _____ employees in total.
(No. of employees) (Total No. of employees)

Compliance

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

Executed this _____ day of _____ 20 ____ by:

Firm Name _____

Address _____

City, State, Zip _____

Telephone _____

WARNING: An unsigned form shall be considered as a negative response.

By _____
(Signature)

(Please Print Name Here)

(Title)



COMMUNITY BUSINESS DEVELOPMENT PARTNERS
MILWAUKEE COUNTY

Official Notice
No. 6971

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
UTILIZATION SPECIFICATIONS

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

BID/PROPOSAL CONSIDERATIONS

3. The County will reject your bid/proposal if it does not include documentation of your good faith efforts in one of the following ways:
 - a. When you meet or exceed the goal, include the **Commitment to Contract with DBE** (DBE-14) form(s).
 - b. When you **do not** meet or exceed the goal, include the **Certificate of Good Faith Efforts** (DBE-01) goal.

EXAMPLE: 20% goal. You have 4% participation in commitment(s). You submit the commitment(s) for the 4%, along with the **Certificate of Good Faith Efforts** (DBE-01) documenting the efforts undertaken to achieve the remaining 16%.

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

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



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

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

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

- f. One hundred percent (100%) for DBE trucking firms. The DBE must be responsible for the management and supervision of the entire trucking operation for which it has contracted. The DBE must also use trucks it owns, insures, and operates using drivers it employs. The DBE may lease trucks from another firm, or an owner-operator, certified as a DBE. The DBE may also lease trucks from a non-DBE firm, or owner-operator, but credit will only be given for the fee or commission and not the trucking itself. Ready mix operations will not receive credit for deliveries made by non-DBE firms.
 - g. You are required to notify the County if any DBE contractor(s) working on this contract will sublet any portion of their work.
7. Only DBEs certified by the State of Wisconsin Unified Certification Program (UCP) prior to the bid/proposal submission deadline count towards the satisfaction of the goal. If you want to use a DBE certified in another state, that firm must apply for certification with the UCP prior to the submission deadline. You must also include a copy of DBE certification from its home state along with your bid/proposal. For assistance related to certified DBE firms, contact the Certification Compliance Administrator at (414) 278-4747.
 8. The County reserves the right to request supporting documentation from both you and any listed DBE. If you fail to respond within the time specified, the County will determine you to be non-responsive and remove you from further consideration for contract award.

FOLLOWING CONTRACT AWARD

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



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

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



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

CERTIFICATE OF GOOD FAITH EFFORTS

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

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

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

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

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

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

A. Identifying Contractible Work Items

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

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

B. Notifying Certified Firms of Contracting Opportunities

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

Certified Firm Contacted	Date of Written Notification	DBE (Yes/No)	Date of Follow-up Telephone Call/or Email

3. Identify publications in which announcements or notifications were placed and published, if any. Include a copy of each announcement or notification.

Published Announcement/Publication (please describe)	Date

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

Association/Organization	Date of Notification	Contact Person	Date of Follow-Up Call

5. Did you contact Milwaukee County's Community Business Development Partners Department (CBDP) to assist in identifying certified firms for this project?

Yes _____ No _____

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

Date contacted: _____ Person Contacted: _____

C. Providing Certified Firms with Assistance

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

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

D. Soliciting Proposal/Quotes from Interested Certified Firms

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

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

Name, Phone & Address of Contact Person at Certified Firm	Work Quoted / Explanation for Rejecting Quote

9. Please include all other comments you want Milwaukee County to consider. (Attach additional pages if necessary)

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

AFFIDAVIT OF CERTIFICATION

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

Signed: _____

Authorized Representative

Subscribed and sworn to before me:

This _____ day of _____, 20 ____.

Notary Public

My commission expires _____, 20 ____.

GUIDANCE CONCERNING GOOD FAITH EFFORTS

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

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

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

1. Solicit, through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices), all certified firms who have the capability to perform work on the project. Get the solicitation(s) out with enough time for them to review and respond. Be sure to record who you sent information to, and how/when they verified their interest in the project.
2. Select portions of the work to be performed by certified firms in order to increase the likelihood that the participation goal will be achieved. This includes, where appropriate, breaking out contract work items into smaller pieces, even when you might otherwise prefer to self-perform the work.
3. Provide certified firms with timely, accurate and complete plans, specifications, and requirements of the project to assist them in bidding/quoting.
4. Negotiate in good faith with certified firms.
 - a. It is your responsibility to make a portion of the work available to certified firms and to select that work based on the available certified firms. Evidence of such negotiation includes the names, addresses, email, and telephone numbers of certified firms that were considered; a description of the information provided regarding the plans and specifications for the work selected for contracting; and evidence as to why agreements could not be reached for certified firms to perform the work.
 - b. A bidder/proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including certified subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, **the fact that there may be some additional costs involved in finding certified firms is not sufficient reason for your failure to meet the participation goal.** Also, self-performing work does not relieve you of the responsibility to make good faith efforts. You are not required to accept higher quotes from certified firms if the price difference is excessive or unreasonable.
5. Do not reject certified firms as being unqualified without sound reasons based on a thorough investigation of their capabilities. Your standing within the industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in your efforts to meet the project goal.

6. Effectively use the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations to provide assistance in the recruitment and placement of certified firms.

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



FIRM: _____ Project No: _____

SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER INFORMATION SHEET

Milwaukee County requires the following collection of information on all subcontractors, sub-consultants and/or suppliers submitting quotes on Milwaukee County projects. This information is to be submitted with bid/proposal.

PROVIDE THE FOLLOWING INFORMATION ON EACH BID/QUOTE

(✓)*	Name	DBE Yes/No	Address	Date Firm Established	Annual Gross Receipts (**)	Work or Service to be Performed

(*) Check if this firm's quote has been used in your bid/proposal.
(**) Annual Gross Receipts: A: Less than \$250,000 B: \$250,000 to \$500,000 C: \$500,000 to 1 million
D: \$1 million to \$5 million E: \$5 million to \$15 million F: More than \$15 million

Note: Information gathered on the background and financial status of firms is protected from disclosure by Federal Regulation.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

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

PROJECT No.: _____ PROJECT TITLE: _____

TOTAL CONTRACT AMOUNT \$ _____ DBE Goal: _____

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

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

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

I certify that the DBE firm listed quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from DBE firm listed herein. Our firm _____ (Phone No. _____), or one of our subcontractors, will enter into contract with the DBE firm listed, for the service(s) and amount(s) specified when awarded this contract. A copy of the contract between our firm and that of the named DBE will be submitted directly to CBDP within seven (7) days from receipt of Notice-to-Proceed on this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

Signature of Authorized Representative Name & Title of Authorized Representative Date

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

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

[SEAL]

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

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

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

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

FOR CBDP USE ONLY

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

Verified with: _____
Authorized Signature Date



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

ADDITIONAL INFORMATION & REQUIREMENTS:

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

If you have any questions on forms or related to Milwaukee County's DBE Program, please contact us at **414.278.4747** or cbdpcompliance@milwaukeecountywi.gov

ATTACHMENT H
Opinion from Legal Counsel

ATTACHMENT I

Bid Security in the Amount of \$10,000.00

ATTACHMENT J

FINANCIAL STATEMENTS

Submit one copy of balance sheets and income statements for the last two (2) years prepared in accordance with generally accepted accounting principles (GAAP). These statements must have been prepared by an independent, licensed, certified public accountant.

These statements are to be submitted in a separate envelope marked "ATTACHMENT O" - Financial Statements.