

Official Notice No. 6845

INVITATION TO SUBMIT PROPOSAL  
FOR  
ADVERTISING DISPLAY CONCESSION  
GENERAL MITCHELL INTERNATIONAL AIRPORT  
MILWAUKEE, WISCONSIN

Sealed proposals for the management and operation of the advertising display concession in the terminal building at General Mitchell International Airport will be received in the office of the Milwaukee County Clerk, Room 105, Courthouse, 901 North 9th Street, Milwaukee, Wisconsin 53233 until 1:00 p.m. CDT on February 13, 2014.

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 amount of \$10,000.00.

Proposal forms may be obtained from the GMIA website [www.mitchellairport.com](http://www.mitchellairport.com) under the "Airport Information - Business Opportunities" tab, or can be obtained from the Airport, 5300 S. Howell Avenue, Milwaukee, Wisconsin 53207 between 8 a.m. and 4 p.m. weekdays, (414) 747-3723.

Interested parties shall submit their proposal on approved forms and be willing to enter into a five (5) year agreement with Milwaukee County, based upon, but not limited to, the conditions outlined in the document titled "Information to Proposers" and the "Informational Draft Concession Agreement" which constitute the proposal package documents.

The solicitation 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 County to waive minor irregularities in any proposal, to reject any or all proposals, to solicit new proposals, or to accept any proposal which is deemed to be more advantageous to the traveling public and Milwaukee County.

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OFFICIAL NOTICE NO. 6845

INFORMATION TO PROPOSERS  
ADVERTISING DISPLAY CONCESSION  
GENERAL MITCHELL INTERNATIONAL AIRPORT  
MILWAUKEE COUNTY

**SECTION I. INVITATION**

Milwaukee County (hereinafter referred to as the "County") requests proposals from persons/firms interested in installing and managing a nonexclusive advertising display concession in the terminal building at General Mitchell International Airport (GMIA or "Airport"). The approved locations for the installation of advertising displays are shown on Exhibit A of the Informational Draft Agreement (attached). The proposal is to include the type (electronic, static, backlit, fabric, etc.) and the size of the display proposed for each location. If proposer elects to not include any of the approved locations, those locations should be noted in the proposal. Please note that a large digital electronic display in the Concession Mall as shown on Page 1 of Exhibit A is a required display. Proposers may propose additional locations that are not shown on Exhibit A. Proposed additional locations may be added to the agreement at the Airport Director's sole discretion. If the Proposer chooses to add any displays that are not included in Exhibit A, the Proposer is to provide state the type, size, and location of the added displays on Attachment L, "Exceptions." **Proposers should base their proposal financials only on the approved locations, since additional locations will be considered on a case-by-case basis, but may not be approved.**

Advertising opportunities in Baggage Claim Building will be limited until construction is completed in late 2014/mid 2015. Advertizing may be added on approved escalator soffits (2), walls, and baggage carousels (5) as construction is completed. **Advertising opportunities in the Baggage Claim Building should not be included in the proposal financials.**

The County is seeking from Proposers creative advertising display proposals which include both local and national advertising displays. It is the intent of the County that Proposers possess certain experience and qualifications to insure a quality advertising display concession at GMIA. Therefore, Proposers must meet the following minimum requirements:

1. Proposer shall have engaged in the advertising display business for at least five (5) consecutive years immediately preceding the submission of a bid, with at least one (1) airport concession generating annual gross receipts of at least \$500,000 for two of the last five years immediately preceding submission of a proposal.
2. Proposer shall demonstrate financial responsibility and sufficient resources to finance, develop, and operate the Advertising Display Concession hereunder as proposed and as described in this RFP and the attached Informational Draft Agreement. See Section N. 5. herein for a summary of Proposer's responsibilities and Section IV (Submission Requirements).

It is the goal of the County to provide the opportunity for Proposers to offer an interesting and creative advertising display program at the Airport. The County prefers advertising that uses new technology in its displays, such as plasma screens, or other forms of dynamic display media. The final location and content of all advertising displays are subject to Airport Director approval.

## **SECTION II. GENERAL SCOPE**

### **A. DEADLINE FOR SUBMISSION**

One (1) original, five (5) copies, and one (1) electronic copy of the proposal must be submitted before 1:00 p.m. on February 13, 2014 in a sealed envelope clearly marked on the outside as follows:

OFFICIAL NOTICE NO. 6845  
PROPOSAL FOR THE MANAGEMENT & OPERATION OF  
ADVERTISING DISPLAY CONCESSION  
GENERAL MITCHELL INTERNATIONAL AIRPORT

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

### **B. PROPOSAL WITHDRAWAL**

Proposals may be withdrawn by requesting such withdrawal in writing at any time prior to 1:00 p.m. CDT on February 13,

2014. After such date and time, proposals shall be binding without modification or amendment.

Withdrawal will not preclude the submission of another proposal by Proposer prior to the Deadline for Submission. The submission of a proposal will constitute a valid offer subject to acceptance by the County for a period of one hundred and twenty (120) calendar days following the proposal due date.

C. PROPOSAL GUARANTEE

All proposers are required to submit a proposal guarantee in the amount of a Ten Thousand Dollar (\$10,000.00) cashier's check, payable without condition to Milwaukee County.

The proposal guarantee may be held by the County for a period no longer than one hundred eighty (180) days after February 13, 2014, after which the proposal guarantee will be returned (without interest) to all Proposers except the successful Proposer, which will be held until a performance bond is received and an agreement executed.

The successful Proposer shall enter into a Concession Agreement (reasonably comparable to the attached Informational Draft) with the County within thirty (30) days after award of the agreement by the County Board of Supervisors, or shall forfeit the Ten Thousand Dollar (\$10,000.00) proposal guarantee as liquidated damages. The Airport Director may grant additional time to execute an agreement at his discretion. The agreement will be binding upon execution.

D. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held in the Sijan Conference Room, located through the Mitchell Gallery of Flight, north concession mall area at General Mitchell International Airport, on December 12, 2013 at 10:30 a.m. to discuss the proposal documents.

E. EVIDENCE OF QUALIFICATIONS

Concessionaire 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 Proposer must submit, with its proposal documents, the information required in Attachments A through I.

F. AFFIRMATIVE ACTION REQUIREMENTS

Proposer is required to submit the Equal Employment Opportunity Certificate for Milwaukee County Contracts (Exhibit H). Proposer is expected to be in compliance with Affirmative Action requirements at the time of submittal. If not, the County has the right to declare the proposal non-responsive. Attachment H 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.

G. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) GOAL

The County has established an ACDBE participation goal of 5% of the selected proposer's gross revenue operation for this concession. All ACDBE firms are to be certified as Disadvantaged Business Enterprise(s), by the Wisconsin Unified Certification Program (UCP) based on Federal Guidelines 49 CFR, Part 26. Concessionaire shall take all reasonable and necessary steps to achieve the ACDBE goal and is required to submit documentation demonstrating these efforts if unable to achieve the ACDBE goal. In the event that new regulations are issued by the U.S. Department of Transportation (DOT) implementing new rules for ACDBE participation in airport concessions, Concessionaire shall maintain ACDBE participation as established here and initiate all necessary and reasonable steps to achieve and maintain the newly established level of participation throughout the remaining term of the Agreement. ACDBE 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 the County for the purpose of demonstrating compliance with this section.

H. PROPOSAL EVALUATION

All properly completed proposals will be reviewed by a selection committee. Based upon the committee's review, a short list of qualified firms may be asked to make presentations on the proposed advertising display concession program. This presentation should include, but not be limited to, management plans, pricing program, merchandising theme, and ACDBE participation. The County shall not be obligated to conduct interviews, if in the County's sole opinion, interviews are not warranted.

The selection committee shall make a recommendation to Milwaukee County's Transportation, Public Works and Transit Committee, on the successful Proposer subsequent to the evaluation process.

The following factors shall be considered by the selection committee when evaluating the proposals:

1. Capital Investment - Proposer's initial investment and subsequent upgrading of the advertising program. (10 points)
2. Experience - Proposer's past experience in providing terminal advertising services in an airport or similar public terminal facility. (15 points)
3. Financial Ability - Proposer's capability to responsibly provide financing to operate and manage a high quality advertising program in an airport or similar public terminal facility. (10 points)
4. Marketing Strategy - Demonstrated ability of Proposer to market and promote programs to obtain maximum patronage from local, regional, and national advertising accounts. (15 points)
5. Innovation and Concepts - Proposer's ability to design and implement advertising displays which make creative use of available locations and are aesthetically balanced with the airport decor. (15 points)

6. Management Plan - Ability to effectively provide both local management to oversee operation of the concession on a day-to-day basis and a national sales organization to place advertising displays from national and regional accounts. (10 points)
7. Minimum Annual Guarantee and Expected Gross Sales - Amount of revenue to the County. (25 points)

I. THE COUNTY'S RESERVATION OF RIGHTS

The County reserves the right to reject any or all proposals and to cause rebidding, or take such other course(s) of action as the County deems appropriate at the County's sole discretion. The County reserves the right to negotiate for the modification of any proposal with its selected Proposer.

J. CAUSES FOR DISQUALIFICATION

The County reserves the right to reject any Proposer 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 proposal for the same concession under the same or different names will not be considered. Reasonable grounds for believing that the Proposer is interested in more than one proposal for the same concession will cause the rejection of all proposals for that concession in which the Proposer is interested. One or all proposals will be rejected if there is reason for believing that collusion exists among the Proposers, and no participant in such collusion will be considered in future proposals for operation of a concession.

Proposals will not be accepted from any Proposer 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.

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

1. Incomplete submittal of the proposal.
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 proposal package which is incomplete, conditional, ambiguous, obscure or which contains alterations not called for, or irregularities of any kind.

K. EXPENSES

All expenses incurred by Proposer in preparing its response to this RFP and in seeking award of this contract shall be borne solely by Proposer.

L. THE AGREEMENT

The successful Proposer shall enter into an agreement (reasonably comparable to the attached Informational Draft) with the County within thirty (30) days after award of the advertising display concession by the County Board of Supervisors, or concessionaire shall forfeit the Ten Thousand Dollar (\$10,000.00) deposit or bond as liquidated damages. The Airport Director may grant additional time to execute an agreement at his sole discretion.

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

M. GENERAL INFORMATION

1. Term of Agreement

The agreement shall effective on the first day of the month after the month in which the County awards the Advertising Display Concession Agreement. The Agreement Contract Term begins on May 1, 2014 and ends on April 30, 2019.

Proposer understands that the areas subject to the Concession Agreement will be made available in "as is" condition.

2. Insurance Requirements

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

3. Performance Guarantee

The selected Proposer will be required to provide a performance guarantee in an 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 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.

4. Storage Space

In addition to the facilities listed herein, storage space may be available in the terminal building at a rental rate of Twenty-four/100 Dollars (\$24.00) per square foot per annum, which rental rate is subject to adjustment periodically to conform with Airport rates and charges as established from time to time. Rental for storage space shall not be considered a part of the guaranteed minimum annual privilege fee.

5. Proposer's Responsibilities

- a. Installation, operation, and maintenance of an Advertising Display Concession operation.
- b. Employment of trained personnel, who shall be clean, courteous, efficient, and neat in appearance.
- c. Pay 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 the Airport.
- 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 the 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), including a Waiver of Subrogation.
- h. Furnishing a performance guaranty in the form of a surety, irrevocable letter of credit, or cashier's check in the principal sum of the amount of 50% of the first year's estimated revenue to County 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. Within thirty (30) days after the execution of the Agreement to be awarded, Proposer shall submit two (2) complete sets of plans and specifications for installing the advertising display concession, including a detailed completion schedule, to the Airport Director. No work shall be initiated by the selected Proposer until said plans and specifications are approved in writing by the Airport Director. If said plans and specifications do not meet with the approval of

the Airport Director within thirty (30) days after receipt of same, the selected Proposer shall have fifteen (15) days thereafter within which to submit revised plans and specifications to the Airport Director for approval.

- 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.

#### 6. Utilities

The County will provide ordinary heat and air conditioning, convenience outlets as presently installed, and electric current for the purpose of lighting and operating authorized displays and exhibits. The County's obligation to provide utilities shall not apply to unauthorized displays and exhibits or to displays and exhibits that use electrical current greater than that used by existing displays and exhibits. Additional outlets are the responsibility of Concessionaire, with the prior approval of the Airport Director.

#### 7. 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. This section is not meant to preclude Proposers from discussing their proposals 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.

8. Successful Proposer's Refusal to Enter Into Agreement

If the County and the successful Proposer fail to enter into and execute an Agreement within thirty (30) days after County Board approval, unless otherwise specifically waived in writing by County, said Proposer's proposal guarantee shall be forfeited as compensation for the County's expenses during the RFP and negotiation process, the cost of rebidding the project, and as liquidated damages and the proposal shall be deemed rejected. If County and the successful Proposer enter into and execute a formal Agreement, but the Proposer fails to commence construction of the improvements in accordance with the County approved construction schedule or, if Proposer fails to furnish the required performance guarantee and insurance policies on or before the time the Proposer has given its contractor a Notice to Proceed, the Agreement shall be considered breached and the Proposer's proposal guarantee shall be forfeited as liquidated damages, not as a penalty, but to cover expenses incurred by County as a result of the Proposer's breach. Further, all rights and/or claims upon said space shall be immediately forfeited.

In the event of the default of the successful Proposer or its refusal to enter into an agreement, County reserves the right to accept the proposal of any other Proposer and to make an award of a contract to such Proposer, or to negotiate for the modification of any proposal with the Proposer.

9. Proposal Process and Anticipated Award Schedule

Outlined below is a schedule of events included in this RFP process:

<u>Activity</u>	<u>Projected Date</u>
Issue Request for Proposals (RFP)	November 18, 2013
Pre-proposal Meeting	December 12, 2013
Deadline for Written Questions	December 19, 2013
Proposal Due Date	February 13, 2014
Selection of Finalists	February 20, 2014
Short-list Interviews (Optional)	March 10-12, 2014
County Board Committee Meeting Action	April 9, 2014
County Board Action	April 24, 2014
Execute Agreement	April 30, 2014

10. Conflict in Language

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

11. RFP Questions and Comments

Subsequent to the Pre-proposal Conference, any questions or comments regarding discrepancies or omissions in this RFP must be submitted in writing no later than December 19, 2013 to:

Kathy Nelson  
Airport Properties Manager  
General Mitchell International Airport  
5300 S. Howell Avenue.  
Milwaukee, Wisconsin 53207

FAX: 414-747-4525  
E-mail: knelson@mitchellairport.com

Responses to the written comments will be posted on the Airport website 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. Interested parties are encouraged to check the Airport website [www.mitchellairport.com](http://www.mitchellairport.com) under the Airport Information, "Business Opportunities" link for addenda to this Official Notice No. 6845

**SECTION III. AIRPORT DESCRIPTION, PASSENGER ACTIVITY, AND CONCESSION RECEIPTS**

1. DESCRIPTION AND PASSENGER ACTIVITY

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 the major air carrier airport in the State of Wisconsin, serving primarily origination and destination (O&D) passengers. 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 III 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.

#### HISTORICAL ENPLANEMENT ACTIVITY BY CONCOURSE

Year	Enplanements	Deplanements	Total Passengers
Concourse C			
2013 (Jan-Sep)	1,313,990	1,313,931	2,627,921
2012	1,917,518	1,886,756	3,804,274
2011	2,063,723	2,050,746	4,114,469
2010	1,965,443	1,961,066	3,926,509
2009	1,565,328	1,556,688	3,122,016
2008	1,326,935	1,332,771	2,659,706
Concourse D			
2013 (Jan-Sep)	744,278	750,550	1,494,828
2012	927,494	919,272	1,846,766
2011	1,800,416	1,811,008	3,611,424
2010	2,045,042	2,042,878	4,087,920
2009	1,475,897	1,454,231	2,930,128
2008	1,908,223	1,863,168	3,771,391
Concourse E			
2013 (Jan-Sep)	398,295	392,186	790,481
2012	932,899	926,693	1,859,592
2011	894,817	896,139	1,790,956
2010	913,719	914,714	1,828,433
2009	938,989	940,293	1,879,282
2008	714,080	707,113	1,421,193

Classified by the Federal Aviation Administration as a medium-hub airport, the Airport currently offers approximately 124 daily departures to cities in the United States, Canada, and seasonally to Mexico.

## 2. CURRENT CONCESSION GROSS RECEIPTS

The following contains the gross revenues generated from the advertising display concession for the calendar years 2007 through 2012 as reported by the incumbent concessionaire (unaudited figures).

2013 (9 Months)	\$ 438,339
2012	\$ 689,147
2011	\$ 649,410
2010	\$ 767,778
2009	\$ 757,734
2008	\$ 680,139
2007	\$ 723,209

## SECTION IV. SUBMISSION REQUIREMENTS

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

1. COVER/TRANSMITTAL LETTER
2. EXECUTED AFFIDAVIT FORM (ATTACHMENT A)
3. BUSINESS INFORMATION QUESTIONNAIRE (ATTACHMENT B)
4. BUSINESS AND FINANCIAL REFERENCES (ATTACHMENT C)
5. EXPERIENCE AND QUALIFICATIONS STATEMENT AND PROPOSER'S HISTORICAL ADVERTISING DISPLAY SALES STATISTICS (ATTACHMENT D) (Limited to ten (10) pages, including Attachments)

Proposers should explain in detail the number of years and extent of Proposer's advertising display experience, with special emphasis on the experience with the operation and management of an advertising display concession at other airports. This section of the proposal should include, but is not limited to the following:

- a. History of Proposer's firm/advertising experience - number of years in business, location of headquarters and local office, number of employees.

- b. Proposer's experience with the proposed advertising display concept in an airport environment.
- c. Information on advertising displays operated by the Proposer in the prior five (5) years - Client(s) name, address, and location (airport, upscale retail center, etc.). Proposer should provide photographs of advertising displays.
- d. Experience of project development and management personnel.

6. CONCEPT/THEME DEVELOPMENT

Submit information to clearly define the proposed merchandising concept and theme, describing how it will be distinguished from other Proposers and how it will enhance the overall aesthetic appearance of the Airport image, and marketing value, inclusive of the following:

- a. Concept/theme development.
- b. List of products by merchandise category including an estimate of quantities, range of sizes and display prices.
- c. Proposed plan including the positioning of advertising displays by display type.
- d. Visual presentation of advertising displays.

7. METHOD OF MANAGEMENT/OPERATION

Describe the management structure to be used in the operation of the Advertising Display Concession. Use charts, diagrams, and descriptive materials to expand or clarify.

8. DESIGN OF FACILITIES

It is recommended that Proposers tour the Airport to view the locations of the currently authorized exhibit and display areas. Proposer's submission should provide a narrative discussing any alternative suggestions for advertising displays, and include:

- a. Architectural renderings of locations and equipment indicating color scheme, materials, types of finishes, style, and manufacturer.
- b. The floor plan of all proposed alternative advertising layout and uses of the terminal building.

9. MARKETING PLAN

Provide a narrative outlining the marketing and promotional programs to be implemented.

10. PROJECTED RENTAL REVENUES AND ANNUAL MINIMUM GUARANTEE (ATTACHMENT E)

On Attachment E provide the Projected Gross Sales, Percentage Rent and the Minimum Annual Guarantee to be paid to County and the Projected Rental Revenues to be paid to County for each year of the agreement. Proposer is required to use the format provided in Attachment E.

11. ESTIMATED CAPITAL INVESTMENT (ATTACHMENT F)

Provide a schedule of capital improvements to be made in the advertising facilities including the initial minimum investment costs and investment schedule for the term of the Agreement. Describe the types on improvements to be made and complete the investment schedule.

12. FINANCIAL STATEMENTS (ATTACHMENT G)

Proposer must provide in a separate envelope reviewed 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. Proposers must be prepared to substantiate all information shown. If Proposer intends to operate the business as a sole proprietorship, Proposer must submit in a separate envelope a personal financial statement (Attachment G) 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 proposal.

13. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS (ATTACHMENT H)

Proposer is required to complete and submit Attachment H.

14. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PROGRAM (ATTACHMENT I)

The County has established an ACDBE participation goal of 5% of the selected Proposer's gross revenue operation for this concession. All ACDBE firms are to be certified as an Airport Concession Disadvantaged Business Enterprise(s) (ACDBE), by the Wisconsin Unified Certification Program based on the Federal Guidelines 49 CFR, Parts 23 and/or 26.

Describe on Attachment I the percentage of the Proposer's gross revenue operation to be subcontracted to ACDBE firms and how Proposer expects to realize this goal.

15. PROPOSAL GUARANTEE

A proposal security in the form of a Ten Thousand Dollar (\$10,000.00) cashier's check or certified check, payable to Milwaukee County without condition or restrictive endorsement shall accompany each proposal.

16. OPINION FROM LEGAL COUNSEL

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

17. EXCEPTIONS

Proposers shall include a list of exceptions to the requirements of the RFP and Attachment documents, if any, stated on a separate page labeled "Exceptions." Identify the requirement, nature of the deviation and explanation. If there are no deviations or exceptions to any portion of this RFP, Proposer shall so state on the page entitled "Exceptions." If no deviations are identified and Proposer's proposal is accepted by County, Proposer shall conform to all of the requirements specified therein.

18. OTHER INFORMATION

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

H:\Private\Properties\Airside\Request for Proposals\Advertising Display 2013\Advertising Display RFP.doc

**ATTACHMENT A**

**AFFIDAVIT**

The undersigned proposer hereby submits to Milwaukee County the proposal enclosed herein, to operate an advertising display concession at General Mitchell International Airport based upon all terms and conditions set forth in Official Notice No. 6845 documents including attachments. Proposer further specifically agrees hereby to provide the advertising service in the manner set forth in the proposal submitted by the Proposer.

The undersigned Proposer represents and understands as follows:

1. Proposer acknowledges that Milwaukee County is relying on the Proposer's submitted information and the representation that Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted and the advertising display agreement to be entered into.
2. Proposer acknowledges that Milwaukee County has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by the Proposer.
3. Proposer hereby acknowledges that Proposer has read and fully understands all the provisions and conditions set forth in these proposal documents upon which the submitted proposal is based.
4. Proposer 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. Proposer acknowledges that the following forms and information are completed and made part of Proposer's proposal package:
  - a. Affidavit Form
  - b. Business Information Questionnaire and Attachments
  - c. References
  - d. Experience and Proposed Advertising Program Narrative
  - e. Projected Revenues and Annual Minimum Guarantee
  - f. Estimated Capital Investment

- g. Financial Statements
  - h. Equal Employment Opportunity for Milwaukee County Contracts
  - i. Disadvantaged Business Enterprises Forms
  - j. Proposal Guarantee
  - k. Opinion from Legal Counsel
  - l. Exceptions Statements
  - m. Other Information
6. Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
  7. A proposal guarantee in the form of a Certified Check, or cashier's check, made payable to Milwaukee County, must be submitted with the proposal. That said security will be held by Milwaukee County securing the obligations Proposer agrees to assume under this proposal, but will be returned to any unsuccessful Proposer after the Agreement has been awarded to the successful Proposer by Milwaukee County or after all proposal have been rejected. In the event this proposal is accepted by Milwaukee County and Proposer fails to meet the terms hereof, said proposal guarantee shall be forfeited by Proposer and retained by Milwaukee County as liquidated damages.
  8. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to 1:00 p.m. CDT on February 13, 2014, but may not be withdrawn after such date and time.
  9. Milwaukee County reserves the right to reject any and all proposals and to accept that proposal which, in its judgment, will provide the best level of service to the traveling public.
  10. This proposal is valid for a minimum period of one hundred twenty (120) days subsequent to the RFP closing date.
  11. All costs incurred by Proposer in connection with this proposal submitted shall be borne solely by Proposer. Under no circumstances shall Milwaukee County be responsible for any costs associated with Proposer's submittal.
  12. Proposer hereby warrants that: (1) Proposer has not in any manner directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RFP process, and (2) the contents of this proposal 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 proposal.

Name of Proposer (Legal Name): \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address of Proposer: \_\_\_\_\_

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:
 

<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Joint Venture
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> 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.

**ATTACHMENT C**

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**

PROPOSER'S EXPERIENCE  
AND  
PROPOSED ADVERTISING PROGRAM NARRATIVE

Each Proposer must submit a narrative response that details the Proposer's experience in operating the type of business described in this Request for Proposal. Each Proposer's response is to include the following.

**A. PROPOSER'S EXPERIENCE**

1. Summarize your total advertising sales experience during the last five (5) years as follows:

	Total Sales \$	Number of Sites	Number of Airport Sites
2012	_____	_____	_____
2011	_____	_____	_____
2010	_____	_____	_____
2009	_____	_____	_____
2008	_____	_____	_____

2. Explain in detail the number of years and extent of Proposer's advertising display experience, with special emphasis on the experience with the operation and management of an advertising display concession at other airports. This section of the proposal should include, but is not limited to the following:
  - a. History of Proposer's firm/advertising experience - Number of years in business, location of headquarters and local office, number of employees
  - b. Proposer's experience with the proposed advertising display concept in an airport environment.
  - c. Information on advertising displays operated by the Proposer in the prior five (5) years - Client(s) name, address, and location (airport, upscale retail center, etc.) Provide photographs of advertising displays.
  - d. Experience of project development and management personnel.

**B. PROPOSED ADVERTISING PROGRAM**

1. Define the proposed merchandising concept and theme, describing how it will be distinguished from other Proposers and how it will enhance the overall aesthetic appearance of the Airport image, and marketing value, inclusive of the following:
  - a. List of products by merchandise category including an estimate of quantities, range of sizes and display prices.
  - b. Proposed plan including the positioning of advertising displays by display type.
  - c. Visual presentation of advertising displays.
2. Describe the management structure to be used in the operation of the Advertising Display Concession, using charts, diagrams, and descriptive materials to expand or clarify.
3. Include a narrative discussing any alternative suggestions for advertising displays, and include architectural renderings of locations and equipment indicating color scheme, materials, types of finishes, style, and manufacturer, and the floor plan of all proposed alternative advertising layout and uses of the terminal building.
4. Marketing Plan

**ATTACHMENT E****PROJECTED REVENUES AND ANNUAL MINIMUM GUARANTEE**

The undersigned proposes to enter into an agreement with Milwaukee County or the management of the advertising display concession in the General Mitchell International Airport terminal building, as outlined in the Information To Proponents, and the Informational Draft Agreement, and proposes to pay Milwaukee County the higher of:

A Minimum Annual Guarantee of \$ \_\_\_\_\_

Or

\_\_\_\_\_ % for static display revenue (Not less than 50%)\*

and

\_\_\_\_\_ % for electronic display revenue (Not less than 40%)\*

<u>Projected Gross Sales (\$)</u>	<u>=</u>	<u>Projected Rental Revenue</u>
First Year - \$ _____		\$ _____
Second Year - \$ _____		\$ _____
Third Year - \$ _____		\$ _____
Fourth Year - \$ _____		\$ _____
Fifth Year - \$ _____		\$ _____
<b>TOTAL</b>		<b>\$ _____</b>

\*If your proposal includes both types of displays, list them separately on one form or use 2 forms, one for each type of display.

**ATTACHMENT F**

**ESTIMATED CAPITAL INVESTMENT**

Provide a schedule of capital improvements to be made in the advertising facilities including the initial minimum investment costs and investment schedule for the term of the Agreement. Describe the types on improvements to be made and complete the investment schedule below:

Initial Investment:                      \$ \_\_\_\_\_

Subsequent Investment Schedule:

Year 2 -    \$ \_\_\_\_\_  
Year 3 -    \$ \_\_\_\_\_  
Year 4 -    \$ \_\_\_\_\_

To substantiate this investment schedule, include photos, sketches, and/or architectural renderings of equipment to be installed and indicating basic color schemes, finishes, style and manufacturer of such equipment.

**ATTACHMENT G**

**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 envelop marked "ATTACHMENT G" - Financial Statements.

ATTACHMENT H  
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE  
FOR MILWAUKEE COUNTY CONTRACTS

Official Notice No. 6845

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

### DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION SPECIFICATIONS

1. The award of this contract is conditioned upon the Good Faith Efforts (GFE) put forth by the bidder/proposer in achieving this contract's assigned Disadvantaged Business Enterprise (DBE\*) goal. The bidder/proposer shall operate in good faith to ensure that DBEs have opportunities to participate on this contract.
2. **DBE Goal:** This contract's DBE participation goal is 5%. For purposes of responsiveness, this participation goal shall be met based upon the dollar value of the base bid, initial offer or initial scope of work. As it may be in the best interest of Milwaukee County to accept the inclusion of alternates, or a best-final offer, approval of DBE participation shall be based upon total contract award. Likewise, if the successful contractor/consultant receives additional work on the contract, e.g., change orders, addendums, use of allowances, etc., DBE participation shall be based upon the revised contract total. **Contractors/Consultants, who are also DBE firms, must perform** at least thirty (30) percent of the contract with their own work force.

#### PRIOR TO BID/PROPOSAL OPENING

3. As a matter of responsiveness, the contractor/consultant shall submit with its original bid/proposal, the completed **Subcontractor/Subconsultant/Supplier Information Sheet (DBE-02)** and the signed and notarized **Commitment to Contract with DBE (DBE-14)** form(s) detailing the participation plan being proposed to meet or exceed this contract's participation goal. In the event the contractor/consultant is not successful in meeting the DBE goal, a complete **Certificate of Good Faith Efforts (DBE-01)** form and all relevant documentation shall be submitted with the bid/proposal in addition to the aforementioned forms. CBDP reserves the right to reject a bid/proposal, as non-responsive, if the required documentation is not submitted with the original bid/proposal.
4. Milwaukee County's Community Business Development Partners Department (CBDP) determines the sufficiency of the intended contract awardee's good faith efforts undertaken to achieve the assigned DBE participation goal. These efforts are proven by doing either of the following:
  - a. Evidencing that it has met the DBE participation goal by submitting with its bid/proposal a signed and notarized **Commitment to Contract with DBE (DBE-14)** form for each DBE documenting sufficient participation; or
  - b. Documenting the good faith efforts made to meet the DBE participation goal, even though it did not succeed in achieving the goal. In this case, the contractor/consultant shall submit the **Certificate of Good Faith Efforts (DBE-01)** and all relevant documentation, which will include a signed and notarized **Commitment to Contract with DBE (DBE-14)** form for each DBE documenting the participation achieved toward satisfying the goal, with its bid/proposal. CBDP is prohibited, under 49 CFR, Part 26, from ignoring *bona fide* good faith efforts when making determinations on requests for modification of the contract goal, in whole or part. Determinations are made on a contract-by-contract basis.
5. The efforts employed by the contractor/consultant should be those that one could reasonably expect to be taken if the contractor/consultant were actively and aggressively trying to obtain DBE participation sufficient to meet the goal. Mere pro forma efforts are not good faith efforts. (49 CFR, §26.53, and Appendix A to 49 CFR, Part 26, provide guidance regarding GFE).
6. In the event CBDP determines that the contractor/consultant has failed to meet the GFE requirements, the contractor/consultant is entitled to appeal this determination. The provisions of 49 CFR, §26.53(d), apply to such an appeal.

\* The term "DBE" means small business concerns known as Disadvantaged Business Enterprise (DBE) firms owned at least 51% by socially and economically disadvantaged individuals, and certified by a State of Wisconsin UCP partner under CFR, 49 Part 26.

DBE-00 (08/01/13) Previous Editions Obsolete



## COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

7. Listing a DBE on the ***Commitment to Contract with DBE (DBE-14)*** form shall constitute a written representation and commitment that the contractor/consultant has communicated and negotiated directly with the DBE firm(s) listed and secured actual pricing from the DBE firm. If awarded the contract, the contractor/consultant shall enter into contract agreement, directly or through subcontractors, with each DBE firm listed on the ***Commitment to Contract with DBE (DBE-14)*** form(s) for the work and price set forth thereon. The agreement(s) must be submitted to CBDP within seven (7) days from receipt of the "Notice-to-Proceed" or execution of the purchase order.
8. The DBE participation credited towards the contract goal for both DBE and non-DBE prime contractors is calculated on the following criteria and is further identified in 49 CFR §26.55:
  - a. Prime Contractor shall count towards the DBE requirement and be credited one hundred percent (100%) of expenditures to DBE firms, if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed certified DBE firm. CBDP through the application of 49 CFR §26.55(c) is responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
  - b. Prime Contractor shall be credited with one hundred (100%) percent for the work performed by the DBE subcontractor with its own forces. If a DBE further 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 firm. The Prime Contractor will be given credit for the cost of material and supplies obtained by the DBE and installed by the DBE for work on the contract. The Prime Contractor will also be given credit for the cost of equipment leased by a DBE subcontractor provided the equipment is not leased from the prime contractor or its affiliates.
  - c. Prime Contractor shall be credited with one hundred percent (100%) of the expenditures to DBE manufacturers. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises goods from raw materials or substantially alters the materials or supplies obtained by the contractor.
  - d. Prime Contractor shall be credited with sixty (60%) of the expenditures for materials or supplies purchased from a certified DBE regular dealer.

**A Regular Dealer** is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies are kept in stock, and regularly sold to the public in the usual course of business. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

Brokers, packagers and manufacturers' representatives or other persons who arrange or expedite transactions are not regarded as regular dealers within the meaning of section 26.55.

- e. Prime Contractor shall be credited one hundred percent (100%) for the fees or commissions charged for assistance in the procurement of material and supplies. A prime contractor shall also be credited with one hundred (100%) percent for fees or transportation charges for the delivery of material or supplies by a DBE to a job site provided that the County determines that the fee is reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the material and supplies will not be credited towards its DBE goals.
- f. Prime Contractor shall be credited with one hundred percent (100%) of transportation expenditures with DBE trucking firms provided the DBE firm is 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 DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the



## COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

contract. The DBE may also lease trucks from a non-DBE firm, including an owner-operator; however, the DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE. (Concrete ready mix operations will not receive credit for leased concrete delivery trucks from non-DBE firms).

- g. Contractor/consultant is required to notify the County Contract Administrator and CBDP if any DBE contractor(s) working on this contract will sublet any portion of their work on this project. Work will be credited based on actual participation by DBE firms.
9. Contractors/Consultants should note that for the purpose of determining compliance with the DBE requirements of this contract, 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 a bidder/proposer wishes to utilize a DBE certified in another state for credit on this contract, the bidder/proposer shall include a copy of DBE certification from the home state along with its good faith efforts documentation upon submission of bid/proposal as a matter of responsiveness. Additionally, any such named DBE must apply for certification with the Wisconsin UCP prior to bid opening or proposal due date. For assistance related to certified DBE firms, contact the Certification and Compliance Administrator at (414) 278-4747.
10. When evaluating a contractor/consultant's proposed DBE commitment, Milwaukee County reserves the right to request supporting documentation from both the contractor/consultant and any listed DBE. If the information requested is not submitted by the contractor/consultant within the time specified for such submission, Milwaukee County may determine the contractor/consultant to be non-responsive and thereby remove them from further consideration for contract award.

### FOLLOWING CONTRACT AWARD

11. When evaluating the performance of this contract after execution, Milwaukee County reserves the right to conduct compliance reviews and request, both from the contractor/consultant and any subcontractors/subconsultants or material suppliers, documentation necessary to verify actual level of DBE participation. If the contractor/consultant is not in compliance with these specifications, CBDP will notify the contractor/consultant in writing of the corrective action that will bring the contractor/consultant into compliance. If the contractor/consultant fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:
  - a. Terminate or cancel the contract, in whole or in part;
  - b. Remove the contractor/consultant from the list of qualified contractors/consultants and refuse to accept future bids/proposals for a period not to exceed three (3) years;
  - c. Impose other appropriate sanctions, including withholding contract payments due which are sufficient to cover the unmet portion of the DBE contract commitment, where the failure to meet the DBE contract commitment is the result of a finding by CBDP of less than adequate good faith efforts on the part of the contractor/consultant; and/or
  - d. If the contractor/consultant has completed its contract, and the DBE contract commitment was not met due to an absence of good faith on the part of the contractor/consultant as determined under 49 CFR, Part 26, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE contract commitment. The County may in such case retain any unpaid contract amounts otherwise due the contractor/consultant, up to the amount of the unmet DBE contract commitment. If insufficient funds remain in the contract account to compensate the County up to that amount, Milwaukee County may bring suit to recover damages up to the amount of the unmet



## COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

commitment, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.

12. Contractor/Consultant shall be credited for expenditures to DBE firms toward the requirements, if the entire identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed DBE firm. CBDP, through the application of 49 CFR, §26.55(c), is responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
13. After the execution of the Contract, Prime Contractor/Consultant must submit copies of executed **Subcontract Agreement(s)** for each DBE firm listed on the contract. Attach agreements to the first payment application. **APPLICATIONS FOR PAYMENT WILL NOT BE PROCESSED IF AGREEMENTS ARE NOT SUBMITTED AS REQUESTED.** In addition, **Prime Contractor/Consultant shall document** that each DBE is notified at least three (3) working days before start of their subcontract work.
14. Contractor/consultant is required to notify the County Contract Administrator and CBDP if any DBE contractor(s) working on this contract will sublet any portion of their work on this project. Work will be credited based on actual participation by DBE firms.
15. Contractor/Consultant must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, if the contractor/consultant has a problem in meeting the goal, or any other problem relative to these requirements, the contractor/consultant shall immediately contact CBDP at (414) 278-4747. The prime contractor/consultant must submit written notification of desire for substitution to the DBE affected, and forward a copy to CBDP, specifying the reason for the request, including the performance log. Any DBE so notified has five (5) business days to provide written objection/acceptance to the prime making the notification. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by CBDP (Refer to 49 CFR §26.53). Approval must be obtained from CBDP prior to making any substitutions. DBE contractors are also required to notify and obtain approval from CBDP prior to subletting work on this project.
16. **Requests For Payment:** A ***DBE Utilization Report (DBE-16)*** form shall be submitted with each payment request by the contractor/consultant after contract award. This report must cover the period from the start of the project to the end of each period covered by the request for payment being submitted. This report must be submitted even if no DBE activity took place during the period being reported. Contractor/Consultant must indicate on the AIA Document ***G703 - Continuation Sheet***, or similar, work being performed by DBEs 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. Contractor/Consultant shall notify DBEs of the date on which they must submit their invoices for payment. Failure to submit required forms with requests for payment will result in denial of payment, or other sanctions deemed appropriate by Milwaukee County, including those listed in Section 11, above.
17. **Final Payment Verification.** Contractor/Consultant shall submit a ***Contract Close-Out DBE Payment Certification (DBE-18)*** form completed by the contractor/consultant and each DBE along with its final request for payment, in addition to a final ***DBE Utilization Report (DBE-16)*** covering the entire project. Milwaukee County will not process the final request for payment without inclusion of these required forms.
18. Milwaukee County has a revolving loan program for DBE firms. The program is administered by CBDP. Should the Prime Contractor utilize a DBE that is a participant in this revolving loan program, the contractor will cooperate fully and completely with the County to facilitate repayment of said loan. Said cooperation includes, but is not limited to, written information regarding balance of DBE subcontractor's contract, 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 the revolving loan program.
19. Milwaukee County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of CBDP.



## COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

### CERTIFICATE OF GOOD FAITH EFFORTS

The intent of this certification is to document the good faith efforts implemented by the contract bidder/proposer in soliciting and utilizing certified firms to meet this project's participation goal. This certificate will assist Milwaukee County in determining whether the bidder/proposer has implemented comprehensive good faith efforts.

Failure to demonstrate good faith efforts to meet the assigned participation goal to the satisfaction of Milwaukee County could result in the rejection of the 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 on why you believe your firm is unable to meet the participation goal on this project. (Attach additional pages if necessary)


I hereby certify that I have utilized comprehensive good faith efforts to solicit 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**

Bidder/Proposer is 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, bidder/proposer will consider, where appropriate, breaking down contracts into economically feasible units to facilitate small business participation.

1. Which portion(s) or section(s) of the contract, in terms of the nature of 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. In the table below, indicate which certified firms received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone solicitations. Include copies of written solicitations to certified firms. (Attach additional pages if necessary)

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

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 name of person and date of follow-up call. If no follow-up calls made, explain why not. Include copies of letters sent.

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

5. Were the services of Milwaukee County's Community Business Development Partners Department (CBDP) used to assist in the recruitment of certified firms?

Yes \_\_\_\_\_ No \_\_\_\_\_

Contact was made by: Telephone \_\_\_\_\_ Correspondence \_\_\_\_\_

Date contacted: \_\_\_\_\_ Person Contacted: \_\_\_\_\_

**C. Providing Certified Firms With Assistance**

6. Explain any efforts undertaken to provide certified firms with adequate information about project scope of work and requirements of the contract.


7. Describe any efforts undertaken to assist certified firms in obtaining lines of credit or insurance required by Milwaukee County and/or the contractor/consultant.


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


**D. Soliciting Proposal/Quotes From Interested Certified Firms**

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

9. Indicate, in the table below, which certified firms submitted quotes on the contract. Also, if any quotes of certified firms were rejected, provide a brief explanation as to why. Include copies of all quotes received for this project. (Attach additional pages if necessary)

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

Attachment I

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


**NOTE:** The information requested as set forth above is the minimum information required by Milwaukee County's Community Business Development Partners Department (CBDP) and CBDP may request the bidder/proposer to submit information on other actions taken to secure participation of certified firms in an effort to meet the contract goal.

### **AFFIDAVIT OF CERTIFICATION**

The undersigned, having been first duly sworn, affirms that the information given in the above 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, a bidder/proposer shall, in order to be responsive, make good faith efforts to meet this published goal. The bidder/proposer can meet this requirement in either of two ways. First, the bidder/proposer can meet or exceed the goal by documenting commitments for participation by certified firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder/proposer can document adequate good faith efforts toward that end. This means that the bidder/proposer must show that it took all necessary and reasonable steps to achieve the participation goal, which, by their scope, intensity and appropriateness to the objective; could reasonably be expected to obtain sufficient participation, even if they were not fully successful.

Any situation in which Milwaukee County has assigned a participation goal on a contract requires the use of the good faith effort mechanism delineated herein. CBDP will make a fair and reasonable judgment as to whether a bidder/proposer that did not meet the goal made adequate good faith efforts according to these guidelines. It is important to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder/proposer has made. The efforts employed by the bidder/proposer should be those that one could reasonably expect a bidder/proposer to take if the bidder/proposer were actively and aggressively trying to obtain participation sufficient to meet the participation goal. Mere pro forma efforts are not good faith efforts to meet the contract requirements. CBDP determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

The following is a list of types of actions, which Milwaukee County will consider as part of the bidder/proposer's good faith efforts to obtain participation of certified firms. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

1. Soliciting, through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices), the interest of all certified firms who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the certified firms to respond to the solicitation. The bidder/proposer must determine with certainty that the certified firms are interested by taking appropriate steps to follow up initial solicitations.
2. Selecting 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 economically feasible units to facilitate participation, even when the prime contractor/consultant might otherwise prefer to perform these work items with its own forces.
3. Providing interested certified firms with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. Negotiating in good faith with interested certified firms.
  - a. It is the bidder/proposer's responsibility to make a portion of the work available to certified firms and to select those portions of the work consistent with the available certified firms, so as to facilitate participation. Evidence of such negotiation includes the names, addresses, 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 additional 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 and using certified firms is not in itself sufficient reason for a bidder/proposer's failure to meet the participation goal, as long as reasonable.** Also, the ability or desire of a bidder/proposer

to do the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts. Bidders/Proposers are not, however, required to accept higher quotes from certified firms if the price difference is excessive or unreasonable.

5. Not rejecting certified firms as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder/proposer's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder/proposer's efforts to meet the project goal.
6. Making efforts to assist interested certified firms in obtaining lines of credit or insurance as required by Milwaukee County or the bidder/proposer.
7. Making efforts to assist interested certified firms in obtaining necessary resources or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of certified firms.

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



**FIRM:**

**Project No:**

**SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER INFORMATION SHEET**

Pursuant to State Statute Chapter 66.0901(7), Milwaukee County requires the following collection of information on all subcontractors, subcontractants 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**

[illegible]

(\*) Check if this firm's quote has been used in your bid/proposal.

(\*) Check if this firm's quote

(\*\*) Annual Gross Receipts:

A: Less than \$250,000  
D: \$1 million to \$5 million

B: \$250,000 to \$500,000  
E: \$5 million to \$15 million

C: \$500,000 to 1 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 <sup>(*)</sup>	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 CDBP within seven (7) days from receipt of Notice-to-Proceed on this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

State of \_\_\_\_\_. My Commission expires \_\_\_\_\_.

[SEAL]

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

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

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

\_\_\_\_\_  
Signature of Authorized DBE Representative

\_\_\_\_\_  
Name & Title of Authorized DBE Representative

\_\_\_\_\_  
Date

### **FOR CDBP USE ONLY**

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

Verified with: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



# 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:** Prime contractor/consultant shall maintain the approved DBE participation level during the term of the contract with Milwaukee County to include additional work on the contract, e.g., use of allowance, change orders, addendums, extra work, etc. Contract adjustments shall include proportional DBE participation.
3. **WRITTEN CONTRACTS WITH DBEs:** CBDP requires that prime contractors/consultants enter into contract, directly or through subcontractors, with the DBE(s) specifying the work to be completed and the dollar amount as indicated in this form. Agreements must be submitted to CBDP within 7 days of receipt of the Notice-To-Proceed, or execution of the Purchase Order. By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract. VIOLATION OF THE TERMS OF THIS AFFIDAVIT IS GROUNDS FOR TERMINATION OF YOUR CONTRACT.
4. **SUBSTITUTIONS, DBEs SUBCONTRACTING WORK, TRUCKING FIRMS:** The prime contractor/consultant must submit written notification of desire for substitution to the DBE affected, and forward a copy to CBDP, specifying the reason for the request. Any DBE so notified has five (5) business days to provide written objection/acceptance to the prime making the notification. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by CBDP. Approval must be obtained from CBDP prior to making any substitutions. DBE contractors are also required to notify and obtain approval from CBDP 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, only the commission or fee will be counted for DBE crediting.
5. **REQUESTS FOR PAYMENT:** Contractor/Consultant must indicate on the Continuation Sheet (AIA form G703) the work being performed by DBEs 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. Prime contractor/consultant shall notify DBEs of the date on which they must submit their invoices for payment.
6. **DBE UTILIZATION REPORTS:** A DBE Utilization Report (DBE-16) must be submitted with each request for payment for the period's activity, even if no activity takes place during the period being reported. Payments will be withheld from all prime contractors/consultants not in compliance.

**If you have any questions on forms or related to Milwaukee County's DBE Program, please contact  
CBDP Compliance Team / [cbdpcompliance@milwcnty.com](mailto:cbdpcompliance@milwcnty.com) / 414.278.4747**

ATTACHMENT J

Proposal Guarantee in the Amount of \$10,0000.00

**ATTACHMENT K**

**Opinion from Legal Counsel**

**ATTACHMENT L**

**EXCEPTIONS**

If the Proposer takes exception or requires clarification on any points of the RFP or Informational Draft Agreement, please list the items on a separate sheet. For each exception item include (a) the terms to which Proposer does not agree, (b) substitute terms language, and (c) an explanation of the reasons that Proposer will not or cannot agree to terms contained in the RFP or Informational Draft Agreement.

1. If no exceptions are listed, Proposer agrees to all terms and conditions contained in this entire document, including all appendices and drawings. If exceptions are listed, the Proposer agrees to all terms and conditions contained in this entire document, with those noted exceptions.

2. Exceptions attached? ☐ Yes  
☐ No