

# **Request for Proposals**

Issued on February 26, 2015 for:

## **COMPLETE STREETS POLICY AND PROCEDURES DEVELOPMENT**

Issued By:

**CITY OF MILWAUKEE  
DEPARTMENT OF PUBLIC WORKS  
INFRASTRUCTURE SERVICES DIVISION**

**Proposals Must Be Submitted**

**No Later than 3:00pm Central Time on Friday, March 27, 2015**

**LATE PROPOSALS WILL BE REJECTED**

In accordance with Chapter 370 of the Milwaukee Code of Ordinances, Small Business Enterprise (SBE) participation is required in all contracting activities of the Department of Public Works. The ordinance requires that certified SBEs be utilized for 18% of the total dollars annually expended through prime contracts or subcontracts for the purchase of Professional Services. To that end, the Commissioner of Public Works, as a contracting officer for the City, requires all bidders to utilize SBEs as subcontractors and material suppliers on all contracts. Please refer to Attachment B in this RFP package for the Department of Public Works' complete Small Business Enterprise provisions.

## TABLE OF CONTENTS

<b>1.0</b>	<b>PROJECT INFORMATION</b>	
1.1	Introduction .....	2
1.2	Background Information .....	2
1.3	Project Scope .....	4
1.4	Deliverables .....	6
1.5	Useful References .....	6
1.6	Procuring and Contracting Agency .....	7
1.7	Small Business Enterprise (SBE) Requirement.....	7
1.8	Clarifications and/or Revisions to the RFP.....	7
<b>2.0</b>	<b>PROPOSAL SUBMITTAL INFORMATION AND FORMAT</b>	
2.1	General Instructions .....	8
2.2	Submitting the Proposal .....	8
2.3	Proposed Project Schedule .....	9
2.4	Proposal Organization and Format.....	9
<b>3.0</b>	<b>PROPOSAL SELECTION AND AWARD PROCESS</b>	
3.1	Evaluation Committee .....	11
3.2	Preliminary Evaluation.....	11
3.3	Evaluation Criteria .....	11
3.4	Final Evaluation.....	12
3.5	Right to Reject Statement of Qualifications and Negotiate Contract.....	12
3.6	Notification of Intent to Begin Negotiations .....	12
<b>4.0</b>	<b>GENERAL CONDITIONS AND REQUIREMENTS</b> .....	<b>13</b>
<b>5.0</b>	<b>CONTRACT TERMS AND CONDITIONS</b> .....	<b>13</b>
<b>6.0</b>	<b>GENERAL CONDITIONS AND REQUIREMENTS</b> .....	<b>13</b>
ATTACHMENT A:	City of Milwaukee Standard Terms and Conditions .....	16
ATTACHMENT B:	Small Business Enterprise Requirements.....	20
ATTACHMENT C:	City of Milwaukee Insurance Requirements .....	24
ATTACHMENT D:	Vendor Reference Form .....	25
ATTACHMENT E:	Designation of Confidential, Trade Secret, & Proprietary Information Form .....	26
ATTACHMENT F:	Affidavit of Compliance – Disclosure of Participation in or Profits Derived from Slavery by Contractors .....	28
ATTACHMENT G:	Affidavit of Compliance – Local Business Enterprise (LBE) Program.....	29
ATTACHMENT H:	Proposer’s Document Submission Checklist .....	31

## 1.0 PROJECT INFORMATION

### 1.1 INTRODUCTION

The City of Milwaukee [“the City”] seeks responses from consulting firms to serve as a Consultant [“Consultant”] responsible for preparing a Complete Streets Policy for Milwaukee.

Additionally, the Consultant will develop a Policy Implementation Plan with a clear set of activities and suggested priorities and timelines that will guide Milwaukee’s policy implementation efforts.

As a first step toward policy implementation, the City would like the Consultant to specifically focus on evaluating and making recommendations to improve the City’s current transportation project development processes, procedures and practices to better integrate Complete Streets into project planning, scoping, design, construction, and maintenance. Additionally, the Consultant should assess staff’s current “Complete Streets” skill sets and make recommendations on training needs and opportunities.

Typical transportation projects in Milwaukee consist of major capital street and bridge projects, local paving/reconstruction projects, “High Impact” street resurfacing, small/spot improvement projects, and transportation improvements made through major development/redevelopment projects.

The City would also like the Consultant to identify and describe a range of examples (i.e., street types, areas of the city) that illustrate how Milwaukee is currently implementing Complete Streets despite not having a policy in place. The objective of this task is to highlight where successes have been achieved, factors/processes that led to them, and challenges and/or trade-offs made.

It is anticipated that services will begin in late April 2015 and the project will be substantially, if not fully, completed by December 2015.

### 1.2 BACKGROUND INFORMATION

The City of Milwaukee envisions providing all residents and businesses with a high quality, well-maintained, multi-modal transportation system that efficiently integrates multiple transportation options across the region, while strengthening the local economy and reducing environmental impacts. This vision of success for transportation includes:

- **Planning and Connectivity** – land use and transportation planning need to be better integrated with diverse housing and reliable transportation options connecting people to jobs, educational institutions, health care providers, shopping, and recreational outlets.

- **Transportation Options** – emphasis should be placed on moving *people* between destinations rather than just moving automobiles. Streets should be designed for multiple transportation options, including public transit, bicycling, and attractive and accessible sidewalks to encourage walking by persons of all ages and abilities.
- **Economic Development** – the City’s transportation system needs to support the local economy by efficiently and conveniently connecting residents to workplaces, schools and recreation, as well as facilitating the movement of goods and services.
- **Improved Health** – continued increases in walking and bicycling and the use of public transit can improve the general health of Milwaukee residents by incorporating active transportation into their daily lives and reducing air and water pollution generated by more dominant modes of transportation.

The City of Milwaukee has a dense street network with more than 1,450 miles of streets and an efficient arterial grid that is a transportation asset.

Milwaukee already has an extensive sidewalk network due to the higher land use densities found in much of the city. There is growing bicycle transportation network in the City with over 85 centerline miles of designated bicycle lanes, including the first raised bicycle lanes in the state of Wisconsin. Additionally, there is more than 25 miles of off-street trail within the City limits comprised mainly of segments of the Oak Leaf Trail (Milwaukee County Parks), the Hank Aaron State Trail (Wisconsin Department of Natural Resources), and several City-owned rail-trail segment conversions along the Kinnickinnic River corridor and the former Beerline corridor. Milwaukee’s dense and gridded street network offers even more opportunities to create an extensive bicycle boulevard network to serve a broader range of residents and visitors.

Milwaukee County Transit Service operates an extensive fixed route transit system and companion paratransit system in the City of Milwaukee that connects with regional destinations throughout Milwaukee County and also express bus services to several communities in adjacent counties.

The City of Milwaukee is developing the first 2.5 mile segment of a modern streetcar system. This first segment will be within the City’s Central Business District. Details about this project can be found online at [www.TheMilwaukeeStreetcar.com](http://www.TheMilwaukeeStreetcar.com).

Finally, the City of Milwaukee is now home to Bublr Bikes, a public bike sharing system that is being developed through a partnership between the City and a locally based non-profit organization, Midwest Bike Share. Ten stations are currently operating in downtown Milwaukee, and 30-plus stations are in design for installation in and near downtown Milwaukee in 2015 and 2016.

### 1.3 PROJECT SCOPE

This Project includes the following Tasks:

a. Research

- Research and distill nationwide best practices and policy/ordinance/resolution language for Complete Streets policies, especially in cities with similar transportation, land use and climate characteristics.
- Identify existing City policies, recommendations, directives, plans, etc. that relate to and/or support a Complete Street policy and/or improvements to transportation project procedures and practices.
- Identify and describe a range of examples (street types, areas of the city) that illustrate how Milwaukee is currently implementing Complete Streets.

b. Communications

- Develop appropriate and effective communication strategies for outreach to the members of Milwaukee's Common Council (referred to as Aldermen/women), external stakeholders and community groups, and the general public.
- Create materials and protocol for improving online information about Complete Streets for use by City staff.

c. Policy Development

- Utilize a collaborative approach to involve a range of internal City staff to develop draft policy language
- Utilize a parallel track to engage external stakeholders in the development and vetting of draft policy language
- Provide necessary internal and/or external stakeholder education on Complete Streets policies, including defining Complete Streets in a Milwaukee context, educating stakeholders on the intent of a Complete Streets policy, likely implementation approaches and outcomes of a Complete Streets policy, and the expected benefits and challenges of applying Complete Streets in Milwaukee.
- Finalize Complete Streets policy language and supporting presentation and communications materials for use in public forums, meetings with Common Council and the Mayor, media relations, and also internal staff communications.
- Identify needed changes to City codes, policies, and plans to be consistent with or not in conflict with the approved Complete Streets policy.

d. Project Development Processes/Procedures/Practices

- Conduct a thorough inventory and assessment of the project development, scoping, design and implementation procedures and practices for the full range of City-led transportation and related public works projects that impact streets in Milwaukee.
- Develop recommendations to improve the City's transportation project development, scoping design and implementation procedures and practices, which may include new or modified work flows, checklists, flowcharts, review routing, and other procedures and practices.

- Create a thorough inventory of existing planning and design guidance and standards that are used or available to be used by City staff, including local, state-level and national planning and design documents, guidelines, and standards.
- e. Training Needs Assessment and Recommendations
- Assess current DPW staff's understanding about Complete Streets concepts and related skills sets need to plan, scope, design and implement Complete Streets in a predominantly dense urban community.
  - Assess current DPW staff's understanding of available / existing City plans, policies and design guidelines as well as state-level and national planning and design documents, guidelines, and standards.
  - Identify training needs for current staff on Complete Streets and related design training needs; recommend a range of training opportunities and resources (topics, scope, delivery mechanism, likely cost, etc.) for Public Works staff.
- f. Reporting, Meetings and Coordination with City of Milwaukee
- The development of the City's Complete Streets Policy Development and Transportation Project Development Process/Procedures/Practices Assessment is anticipated to begin in April 2015 and should be completed by December 2015. The project will include the following minimum meeting/outreach and reporting/coordination requirements:
- At least three (3) coordination meetings with the City's project manager and other designated staff;
  - Monthly progress reporting to City project manager for the duration of the project;
  - Coordination with the relevant boards, commissions and committees including but not limited to the City's Bicycle/Pedestrian Task Force, City Plan Commission, Public Safety Committee and Public Works Committee of the Milwaukee Common Council;
  - At least two (2) substantive public involvement opportunities for the policy development portion of this project.

The City is open to the consultant's use of innovative outreach opportunities to effectively engage external stakeholders, community organizations and citizens to participate in the policy development process. Likewise, the City welcomes the use of innovative approaches to engage City staff on the Complete Streets policy development and especially the internal project development process/procedures and training assessment tasks.

Work on all Tasks above can run concurrent with one another.

## 1.4 DELIVERABLES

- a. Preparation of a comprehensive and effective Complete Streets policy for the City of Milwaukee, including supporting materials for public and stakeholder outreach and Common Council review and action.
- b. Preparation of professional web-based content and presentation materials to support outreach and discussions both internal to the City as well as with external stakeholders.
- c. Technical document(s) that include the following:
  - Identification of existing City standards and codes that will or may require changes to advance the proposed Complete Streets policy;
  - Assessment of current procedures and practices and recommending modifications to transportation project development processes, procedures, project flow and/or current practices to create better cross-unit and interdepartmental collaboration and improved Complete Streets outcomes in all transportation and other public works projects that impact streets, sidewalks and trails regardless of project size;
  - Tangible steps for training City staff on new processes, procedures, and practices for transportation project development and implementation;
  - Outline of the assessment staff's Complete Streets skill sets plus recommendations on trainings and skills that should be offered to staff, including suggested opportunities, venues, and delivery mechanisms.
  - Specific recommendations and a phased plan to implement the Complete Streets policy beyond the tasks and activities included in this RFP.

## 1.5 USEFUL REFERENCES

City of Milwaukee Storm Management Plan – available on request

City of Milwaukee Streetscape Design Guidelines –

<http://city.milwaukee.gov/Designguidelines/Streetscape-Guidelines.htm>

City of Milwaukee Sustainability Plan – <http://www.refreshmke.com>

City of Milwaukee Citywide Policy Plan –

<http://city.milwaukee.gov/Plansandstudies/CitywidePolicyPlan.htm#.VD7zoJ0o6Um>

City of Milwaukee Citywide Policy Plan “Transportation” chapter –

<http://city.milwaukee.gov/ImageLibrary/Groups/cityDCD/planning/plans/Citywide/plan/Transp.pdf>

2010 Milwaukee by Bike Plan –

<http://city.milwaukee.gov/ImageLibrary/Groups/cityBikePed/MilwaukeebyBike2010-Plan.pdf>

NACTO Urban Street Design Guide – <http://nacto.org/usdg/>

NACTO Urban Bikeway Design Guide – <http://nacto.org/cities-for-cycling/design-guide/>

Designing Walkable Urban Thoroughfares: A Context Sensitive Approach –

<http://www.ite.org/css/RP-036A-E.pdf>

## **1.6 PROCURING AND CONTRACTING AGENCY**

This Request for Proposals (RFP) is issued by the City of Milwaukee's Department of Public Works – Infrastructure Services Division, which is the sole point of contact for the City of Milwaukee during the selection process and project. The contract resulting from this RFP will be directly with and administered by the City of Milwaukee.

## **1.7 SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENT**

In accordance with Chapter 370 of the Milwaukee Code of Ordinances, Small Business Enterprise (SBE) participation is required in all contracting activities of the Department of Public Works. The ordinance requires that certified SBEs be utilized for 18% of the total dollars annually expended through prime contracts or subcontracts for the purchase of Professional Services. To that end, the Commissioner of Public Works, as a contracting officer for the City, requires all bidders to utilize SBEs as subcontractors and material suppliers on all contracts. For this contract, bidders are required to achieve the minimum percent of SBE participation listed in the Acknowledgements page/section and/or the Official Notice document. Please refer to Attachment B for the Department of Public Works' complete Small Business Enterprise provisions.

## **1.8 CLARIFICATIONS AND/OR REVISIONS TO THE RFP**

The City of Milwaukee will not respond to oral requests. Only *written* requests, including questions and/or RFP or project clarifications, will be acceptable (mail, email and/or email attachments will be accepted).

All written requests for clarification in response to the RFP, including any significant ambiguity, error, conflict, discrepancy, omissions or other deficiency in this RFP, must be received by the City no later than Tuesday, March 10, 2015 at 3:00 p.m. Central Time. Please submit these requests in writing via mail or e-mail to:

Kristin Bennett, AICP  
Bicycle/Pedestrian Transportation Coordinator  
City of Milwaukee Department of Public Works  
841 North Broadway, Room 920  
Milwaukee, WI 53202  
[Kristin.Bennett@milwaukee.gov](mailto:Kristin.Bennett@milwaukee.gov)

Responses to questions and requests for RFP clarifications as well as any RFP revisions, addenda, and/or amendments will be sent out via email to all firms who provided their contact information to the City for the RFP Holder's List. These will also be posted online at the Department's Official Bid Notices page - [http://www.mpw.net/services/bids\\_home](http://www.mpw.net/services/bids_home).

Please call (414) 286-3314 to provide your firm's complete contact information if you have not already done so. If you do not request to be placed on the RFP Holder's List, your firm may have incomplete information by which to complete your Proposal. Only written responses from the City of Milwaukee, provided as addenda, revisions, and/or amendments, shall be official and all other forms of communication with any officer, employee or agent of the City of Milwaukee shall not be binding on the City.

## 2.0 PREPARING AND SUBMITTING A PROPOSAL

### 2.1 General Instructions

The evaluation and selection of a consultant/consultant team and the contract will be based on the information contained in the proposals plus references. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a proposal.

This solicitation is open to consultants who are on the WisDOT Roster of Eligible Consultants as well as to qualified consultants who are NOT on that roster.

The contract price will be based on the selected consultant's actual costs plus profit. Consultant costs, including indirect cost rates and cost accounting system, will be subject to audit.

The City of Milwaukee is not liable for costs incurred by consultants replying to this RFP.

### 2.2 Submitting a Proposal

Proposers shall submit one (1) original Proposal and five (5) copies of the Proposal in a sealed package to the City of Milwaukee **no later than 3:00 P.M. Central Time on Friday, March 27, 2015**. Proposals received after the due date/time shall be returned to the sender unopened. The one (1) original proposal shall be marked original and bear all original signatures. The other five (5) may be copies.

Proposals shall be submitted by the aforementioned deadline to:

Mr. Jeffrey S. Polenske, City Engineer  
City of Milwaukee Department of Public Works  
841 North Broadway, Room 701  
Milwaukee, WI 53202

If you utilize a delivery service, please request that your Proposal submission is signed for by Mr. Polenske or his designee (proof of signature at time of delivery).

In addition to the above documentation, the respondent shall also submit electronic copies of responses (except the cost proposal) to [Kristin.Bennett@milwaukee.gov](mailto:Kristin.Bennett@milwaukee.gov) by 3:00 p.m. Central Time on Friday, March 27, 2015.

Proposals will be accepted at any time prior to the due date. Email receipts will be issues as proof of timely submittal. No proposal shall be considered complete, and therefore reviewed, unless the proposal submission is delivered and received by the date and time above. Proposals received after the due date/time shall be deemed NON-RESPONSIVE and subject to rejection.

**2.3 PROPOSED PROJECT SCHEDULE**

Date (or Expected Date)	Description of Events
Thursday, February 26, 2015	RFP Package Issued
Tuesday, March 10, 2015	Deadline to Submit Requests for Clarification
Friday, March 27, 2015	Proposals Due by 3:00 p.m. Central Time
March 30 – April 10, 2015	Evaluation of Proposal Submissions
April 13 - 17, 2015	Interviews for Shortlisted Firms (if needed)
Late April, 2015	Contract Negotiations with Selected Firm
December 2015	Project Completion/Remaining Deliverables Due

**2.4 Proposal Organization and Format**

Proposals shall comply with the following instructions, which are intended to ensure submissions contain the required information and documentation and have a degree of uniformity in the presentation of material.

Complete proposals are limited to 15 pages (page limit does not include a typical title page, table of contents, and the separate, sealed cost proposal), type written with text in legible print on one or both sides of 8.5 X 11 inch sheets. Folded 8.5 x 14 inch (legal) or 8.5 x 17-inch (tabloid) sheets are acceptable but should be utilized only for selective graphic displays, large spreadsheets or project schedules. Please include page numbers on each page of the proposal (excluding title page and table of contents).

Each firm/vendor responding to this RFP shall prepare a Cost Proposal – one (1) originals and five (5) copies – and submit it under a **separate sealed envelope** marked as follows:

**CITY OF MILWAUKEE – DO NOT OPEN  
COMPLETE STREETS POLICY AND PROCEDURES DEVELOPMENT  
MARCH 27, 2015**

Proposal length is limited to 15 pages maximum (excluding a typical title page, table of contents, and cost proposal). The City of Milwaukee discourages inclusion of boilerplate company information and glossy marketing materials.

Cover Letter – a letter of commitment signed by an authorized representative of the prime consultant company/organization that it is committed to providing and delivering the proposed services per the desired or negotiated schedule.

Executive Summary – a brief narrative stating the general understanding of the services to be provided, clearly referencing the firm’s (and any subconsultant) qualifications and experience on projects of a similar scope.

Detailed Scope of Services – describe the overall approach to the project, specific techniques that will be used, and the specific expertise that will be employed to complete the requested scope of services and deliverables. Please detail the expected public and internal staff involvement approaches that will be used as part of the project.

Staffing Plan and Key Personnel Qualifications - identify the project manager and *key* personnel who will provide the proposed services, including clearly stating their roles, areas of responsibility, and principal tasks per staff person. Resumes (or similar skills/qualifications summary) for the project manager and aforementioned key personnel must be provided with specific references to similar projects.

Proposed Project Schedule – provide a proposed project schedule assuming Notice to Proceed in late April 2015 and completion, or substantial completion, of all tasks by the end of December 2015.

Budget – a project budget capped at \$50,000 with expenses categorized into the following (or comparable) budget items must be included in a separate sealed envelope:

- Personnel – salary costs plus fringe; number of hours assigned to each person on consultant team; hourly rates for all assigned personnel; profit percentage
- Contract/Consultant – this category is available to consultant teams that propose hiring a third-party contractor (subconsultant) to perform specific project activities or provide specific professional advice or services for a fee but not as an employee of the prime consultant (e.g., training specialist; expert in public agency organizational structure)
- Materials and Supplies (e.g., printing and plotting costs, postage/delivery charges, necessary meetings supplies)
- Travel –vehicle mileage, airfare, local ground transportation, daily per diem, lodging

- Other – any item not included in the aforementioned budget categories

References – prospective consultants shall provide a minimum of three (3) relevant professional references for similar projects using the Vendor Reference Form in the RFP package (see Attachment D).

### **3.0 PROPOSAL SELECTION AND AWARD PROCESS**

#### **3.1 EVALUATION COMMITTEE**

Responses to this RFP will be evaluated and ranked by an Evaluation Committee chaired by the City Engineer. The City’s Evaluation Committee will consist of members selected because of their special knowledge about this project. Proposers may not contact members of the Evaluation Committee except at the City’s request.

The Evaluation Committee shall not disclose any information included in a proposing firm’s proposal documentation to another firm and shall not disclose any information for the purpose of bringing one firm’s proposal documentation up to that of a competitor’s proposal documentation.

#### **3.2 PRELIMINARY EVALUATION**

The Proposals will first be reviewed to determine if all requirements are met. Failure to meet all requirements may result in the Proposal being rejected. Proposals received after the due date and time shall be deemed NON-RESPONSIVE and subject to rejection. Following the preliminary evaluation, eligible Proposals will be reviewed by the Evaluation Committee and scored against the stated criteria. The committee will also review references. The Evaluation Committee’s scoring will be tabulated, and Proposals ranked based on the numerical scores received.

#### **3.3 EVALUATION CRITERIA**

Proposals will be reviewed by an evaluation committee using the following criteria:

- An accurate and full understanding of the proposed project scope and requirements;
- Completeness of proposal;
- Demonstrated success of consultant’s proposed approach for this project in similar past or current projects, including project names, clients, dates and results;
- Qualifications and availability of committed personnel;
- Project staffing plan that best meets the project’s goals and requirements, including information on what tasks will assigned to specific project staff;
- Relevant references – minimum of three (3); use Vendor Reference Form in Attachment D;
- Detailed work plan and schedule.

The City of Milwaukee may or may not conduct in-person interviews depending on the quality of the proposals and the outcome of the proposal evaluations.

### **3.4 FINAL EVALUATION**

Upon completion of reference checks, the City's Evaluation Committee will review the preliminary evaluations and make adjustments to the requirements scores based on the information obtained. If deemed necessary by the Selection panel, the highest ranked Proposers may be invited for a verbal presentation and interview.

If additional Proposal Documentations are required, the Evaluation Committee shall reevaluate each of the final Proposal Documents, including those deemed final at the interview. The final Proposal Documentations shall be evaluated on the same criteria used in the first evaluation.

The Evaluation Committee shall recommend the top ranked Proposer to the Commissioner of Public Works, who shall approve the final selection.

### **3.5 RIGHT TO REJECT STATEMENT OF QUALIFICATIONS AND NEGOTIATE CONTRACT TERMS**

The City of Milwaukee reserves the right to accept or reject any or all Proposals and to waive irregularities and technicalities, when such waiver in its opinion would be to serve the interest of the City of Milwaukee. The City reserves the right to negotiate the terms of the contract, including the award amount, with the selected Proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring Proposer, the City may negotiate a contract with the next highest scoring Proposer. This process will be continued until a contract is negotiated and signed.

### **3.6 NOTIFICATION OF INTENT TO BEGIN NEGOTIATIONS**

All consultants who respond to this RFP will be notified in writing of the final selection and the City of Milwaukee's intent to begin scope and budget negotiations with the selected consultant.

#### **4.0 GENERAL AND TECHNICAL REQUIREMENTS**

The City of Milwaukee is seeking a consultant/consultant team with significant and relevant experience with the following:

- Complete Streets policy development;
- Developing effective Complete Streets policy implementation procedures and practices for public agencies;
- Assessing organizational structure and project flow in complex public agencies;
- Assessing training needs and developing training plans and materials for public agencies;
- Effective facilitation techniques – internal to the organization as well as with external stakeholders and the general public;
- Excellent written and verbal communications skills including the ability to explain complex ideas and concepts in meaningful ways to non-technical people and elected officials, including in group settings;
- Significant experience writing, editing and providing various types of written documents, graphic design content, web content for use by public agency staff as well as elected officials, media, community stakeholders and the general public;
- Ability to meet the proposed project schedule as outlined above.

#### **5.0 CONTRACT TERMS AND CONDITIONS**

The contract shall be effective on the date indicated on the executed contract. It is desirable to have a final draft Complete Street policy ready for Common Council action within 4 months (August 2015) and draft Complete Streets Project Development/Implementation Procedures within 8 months (December 2015) of contract execution and Notice to Proceed.

#### **6.0 GENERAL CONDITIONS AND REQUIREMENTS**

##### **6.1 GENERAL**

All material submitted pursuant to this RFP, except any equipment samples requested by the City of Milwaukee, becomes the property of the City of Milwaukee. All documents pertaining to this RFP shall be kept confidential until the evaluation has been completed and a contract award made. With exception of the members of the Evaluation Committee, no information about any Proposals shall be released until the selection process is complete.

##### **6.2 OPEN RECORDS**

All responses submitted to the City become the property of the City of Milwaukee and its Third-Party Beneficiaries. Responses may be subject to the Open Records Law (Wis. Stat. §§ 19.31 to 19.39). The Proposer shall familiarize themselves with the provisions

of that Act. In no event shall the City, or any of its agents, representatives, Proposers, directors, officers or employees be liable to a Proposer for the disclosure of all or any portion of a response submitted pursuant to the RFP. If the City receives a request for public disclosure of all or any portion of a response, the City will use reasonable efforts to notify the Proposer(s) of the request and give such Proposer(s) an opportunity to assert, in writing, a claimed exception under the Public Information Act or other applicable law within the time period specified in the City's notice and allowed under the Act. Provided the City receives the Proposer's written assertion for the exception of identified materials within the time period specified in the City's notice, the City will forward those assertions to the Office of the Attorney General with the City's request for determination of the matter. If a Proposer has special concerns about information which it desires to make available to the City, but which it believes constitutes a trade secret, proprietary information or other information excepted from disclosure, such Proposer shall specifically and conspicuously designate that information in its response using the provided form in Attachment F.

### **6.3 INCORPORATION OF OFFEROR'S PROPOSAL**

The City of Milwaukee reserves the right to incorporate the successful Firm/Vendor's proposal into any resulting contract, by reference or full text. This includes any revisions and supplements through the date set for submission of best and final offers, if applicable. Additionally, any modification of the otherwise successful offer prior to award of the contract, which makes its terms more favorable to the City, will be considered and may be accepted.

### **6.4 HOW TO AMEND PROPOSAL BEFORE DUE DATE AND TIME**

If after a proposal has been filed with the City of Milwaukee's Department of Public Works, the proposer desires to amend the proposal, PROPOSER MAY DO SO BEFORE THE DUE DATE AND TIME set for the receipt of proposals in the Request for Proposal by filing an amendment fully identified as indicated in Section 4.2. Except as amended, all the conditions and provisions of the original proposal will be in effect. NO PROPOSALS OR AMENDMENTS TO PROPOSALS WILL BE ACCEPTED AFTER THE DUE DATE AND TIME FOR RECEIPT OF PROPOSALS AS SPECIFIED IN THE REQUEST FOR PROPOSAL. This does not preclude the City from requesting additional information and/or clarification.

### **6.5 RESPONSES TO REMAIN OPEN**

Responses must remain open and will be deemed to be open and subject to acceptance until awarding of the Contract is finalized, or a minimum of ninety (90) days unless otherwise specified following the date set forth for the receipt and filing of the response to the Request for Proposal.

## **6.6 PRICING**

Proposers may submit lower pricing than U.S. Government contract prices. The City is exempt from the Robinson-Patman Act. Quotation must conform to government regulation on prices and wages.

## **6.7 NON-COLLUSION**

The proposer covenants and agrees that it is the only one interested in this contract; that no person or corporation other than named has any interest in the proposal or in the contract. Proposer covenants and agrees that: the proposal was made without any understanding, agreement, or connection with any person, firm or corporation making a proposal for the same contract and the proposal is in all respects fair and without collusion or fraud.

## **6.8 THE CITY OF MILWAUKEE RESERVES THE RIGHT TO:**

- a. Accept or reject all or part of any proposal submitted and accept such proposal deemed to be in the best interests of the City;
- b. Reject any and all proposals received in response to this request;
- c. Accept a proposal that is not the lowest cost;
- d. Request clarification regarding any proposal; and
- e. Make a partial award, or not make any award.

## **6.9 CONTRACT EXECUTION**

Unless otherwise specified in the Request for Proposal, the successful proposer agrees to enter into a contract on the form prepared by the City, a copy of which will be on file in the office of the Department of Public Works, City of Milwaukee.

Acceptance by the City is evidenced by the delivery of a formal written contract to the successful Proposer and prior to its execution the City Attorney's office has first approved the provisions of said agreement, contract or instrument and said fact appears in writing on the face of such agreement, contract or instrument. The executed contract shall be returned to the City of Milwaukee by the Proposer within twenty (20) days after the receipt of the contract.

## **6.10 COMMUNICATIONS AND CONTACT**

Other than as noted herein, any contact or communication, direct or indirect, on behalf of any consultant regarding this Request for Proposal with elected or appointed officials or City of Milwaukee staff or representatives shall result in disqualification.

## ATTACHMENT A

### CITY OF MILWAUKEE STANDARD TERMS AND CONDITIONS

As a condition of the proposal, the Proposer also agrees to accept the following conditions and terms which will be part of any eventual contract:

#### 1. Delays in Delivery

Delays in delivery caused by any bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God, or any other delays deemed by the City of Milwaukee to be clearly and unequivocally beyond the Contractor's control will be recognized by the City. The Contractor may be relieved of the responsibility of meeting the delivery time as stipulated in the Contract upon Contractor's filing with the City of Milwaukee just and true statements requesting an extension of delivery, signed by the Contractor and giving in detail all the essential circumstances which, upon verification by the City, justify such action under the provisions of this section by the City of Milwaukee. The request for extension must be filed with the City no later than seven (7) calendar days prior to the actual delivery date. Failure to file this request for delivery extension shall render the Contractor liable for the difference between the "open market" and the Contract price, and other costs.

#### 2. Non-Discrimination

The Contractor agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories as defined in Section 109-45 of the Milwaukee Code of Ordinances. This provision shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available for employees and applicants for employment notices setting forth the provisions of this clause. The Contractor shall include or cause to be included in each subcontract covering the work to be performed under this Contract, this provision, together with a clause requiring its insertion in further subcontracts that may in turn be made.

#### 3. Assignment

Contractor shall not assign this Contract or any interest therein, nor sublet the same, or any part thereof, without the consent in writing of the City of Milwaukee being first obtained, and that if the Contractor shall so assign or sublet, without such consent, then the City of Milwaukee shall have the right, in its discretion, to rescind the Contract and to declare the same null and void.

#### **4. Performance**

Contractor shall and will well and truly execute and perform this Contract under the terms applicable to the satisfaction of the City of Milwaukee, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this Contract.

#### **5. Payment**

It is the City's policy to pay all invoices within 30 days. If the City does not make payment within 45 days after receipt of a properly completed and undisputed invoice or receipt and acceptance of the service, whichever is later, the City shall pay simple interest beginning with the 31<sup>st</sup> calendar day at the rate of one percent per month, (unless the amount due is subject to a good-faith dispute and, before the 45<sup>th</sup> day of receipt, notice of the dispute is sent to Contractor in accordance with the notice provisions in the Contract). If there are subcontractors, the Contractor must pay the subcontractors for satisfactory work within seven days of the Contractor's receipt of payment from the City, or seven days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the Contractor fails to make timely payment to a subcontractor, the Contractor shall pay interest at the rate of 12 percent per year, compounded monthly, beginning with the 8<sup>th</sup> calendar day.

#### **6. Indemnification and Defense of Suits**

Contractor assumes full liability for all of its acts or omissions in the performance of this contract. Contractor will save and indemnify and keep harmless the City of Milwaukee against all liabilities, judgments, costs and expenses which may be claimed against the City in consequence of the granting of this contract to said contractor, by virtue of the infringement of any patents or other intellectual property, or which may result from the carelessness or neglect of said contractor, or the agents, employees or workmen of said contractor in any respect whatever. If judgment is recovered, whether in suits of law or in equity, against the City by reason of the carelessness, negligence, whether by acts of commission or omission, of the contractor such persons, firms or corporations carrying out the provisions of the contract for the contractor, the contractor assumes full liability for such judgment not only as to the amount of damages, but also the cost, attorneys fees or other expenses resulting therefrom. The City shall tender defense of any claim or action at law or in equity to the Contractor or the Contractor's insurer, and upon such tender, it shall be the duty of the Contractor or the Contractor's insurer to defend such claim or action without cost or expense to the City or its officers, agents, or employees.

#### **7. Time of Performance**

Time is of the essence in performance of the Contract that results from this RFP. If Contractor shall fail to fully and completely perform that Contract within the time limited for the performance thereof, Contractor shall and will pay the City, as liquidated damages for such default as an assessment for delay in completing said Contract, after the expiration of time limited for its completion. The liquidated damages rate is set at \$300 per calendar day, but the specific equipment delivery and installation schedule will be negotiated with the selected Firm as part of the Contract that results from this RFP.

## **8. No Additional Waiver Implied**

Failure or neglect of the City of Milwaukee to require compliance with any term or condition of the Contract or the scope of services shall not be deemed a waiver of such term or condition.

## **9. Publicity**

The award of a Contract by the City of Milwaukee does not grant permission to commercially advertise such an award unless specific authority is granted by the City.

## **10. Conflict of Interest**

No officer, employee, agent, or member of the governing body of the City who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect, in this contract. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any conflicting interest shall be employed. Any such interest on the part of the Contractor or its employee must be disclosed to the City.

## **11. Public Records**

Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of the Contract are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the Contract, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.

## **12. Debarment and Suspension**

FEDERAL EXECUTIVE ORDERS 12549 AND 12689 DEBARMENT AND SUSPENSION: The City of Milwaukee reserves the right to cancel this Contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

## **13. Insurance**

The selected Firm shall provide proof of insurance to cover the loss of any and all equipment prior to its transfer to the City of Milwaukee and to cover the Firm's employees and/or contractors during equipment installation, related system start-up tasks, and travel. Please see Attachment B for the specific insurance requirements for this project.

## **14. Termination**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date, at least ten days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services performed by the Contractor under this Contract for which compensation has been made or may be agreed to be made shall, at the option of the City, become the property of the City. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of the damages due to the City from the Contractor is determined.

The City may terminate this Contract at any time and for any reason by giving written notice to the Contractor of such termination and specifying the effective date, at least thirty days before the effective date of such termination. If this Contract is terminated pursuant to this paragraph, the Contractor will be paid for goods and services actually and satisfactorily performed and provided, less payments for such goods and services as were previously made. The value of the goods and services rendered and delivered by the Contractor will be determined by the City.

## **15. Performance**

The Contractor agrees and covenants that its agents and employees will comply with all local, state and federal laws, rules and regulations applicable to the business to be conducted under the contract. Contractor shall have any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits to the City upon request. The Contractor will cooperate with the City of Milwaukee in performing Contract work so that interference with normal operations will be held to a minimum.

**ATTACHMENT B**  
**CITY OF MILWAUKEE DEPARTMENT OF PUBLIC WORKS**  
**SMALL BUSINESS ENTERPRISE (SBE) PROVISIONS**

**I. General**

- A. In accordance with Chapter 370 of the Milwaukee Code of Ordinances, Small Business Enterprise (SBE) participation is required in all contracting activities of the Department of Public Works. The ordinance requires that certified SBEs be utilized for 25% of the total dollars annually expended through prime contracts or subcontracts for Construction and the purchase of Goods and Services. For the purchase of Professional Services the requirement is 18%. To that end, the Commissioner of Public Works, as a contracting officer for the City, requires all bidders to utilize SBEs as subcontractors and material suppliers on all contracts. For this contract, bidders are required to achieve the minimum percent of SBE participation listed in the Acknowledgements page/section and/or the Official Notice document.
- B. The prime contractor shall prepare and submit accurate and timely SBE utilization forms and reports to the Department of Public Works. The reports shall include, but not be limited to, Compliance Plan (Form A), monthly utilization (Form D), and SBE subcontractor payment certification (Form E) forms as directed. Failure to submit the required forms and reports to the Department of Public Works may result in disqualification of future bids, delay of payments, or other appropriate sanctions. Final contract payments will not be made until final SBE utilization reports and SBE subcontractor payment certification forms are on file with the Department of Public Works.
- C. During the performance of this contract, the Department of Public Works reserves the right to conduct compliance reviews. If the contractor is not in compliance with the specifications, the Commissioner of Public Works will notify the contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed, the Department of Public Works may take one or more of the actions listed below:
1. Terminate or cancel the contract, in whole or in part.
  2. Consider possible debarment of the prime contractor from bidding.
  3. Withhold payments on the contract.
  4. Any other remedy available to the City at law or in equity.

**II. Definitions**

- A. "SMALL BUSINESS ENTERPRISE" (SBE) means a small business concern that is 51% owned, operated and controlled by one or more individuals who are a minority, woman and/or a small business owner (who is at an "economic disadvantage"). The individuals must have day-to-day

operational and managerial control and interest in capital, financial risks and earnings commensurate with the percentage of their ownership.

- B. "OWNED, OPERATED AND CONTROLLED" means a business which is one of the following:
1. A sole proprietorship legitimately owned and operated and controlled by a minority, women or an individual at a disadvantage as defined in Chapter 370.
  2. A partnership or joint venture legitimately owned, operated and controlled by individuals who are minorities, women or individuals who are at a disadvantage and who own at least 51% of the beneficial ownership interests in the enterprise and who hold at least 51% of the voting interests of the enterprise eligible as defined in Ch. 370.
  3. A corporation legitimately owned, operated and controlled by one or more individuals who are a minority, woman or individual at a disadvantage and who own at least 51% of the outstanding shares and who hold at least 51% of the voting interests of the corporation eligible as defined in Chapter 370.

### III. **SBE Utilization Requirements**

- A. Each prime contractor shall utilize SBE to the minimum percent listed in the Acknowledgements section/page and or Official Notice Document for this contract. Note that the prime contractors shall be required to attain SBE participation on their base bid excluding specified allowances, alternatives, and change orders. SBE commitments relative to contract award shall be based upon the approved SBE Compliance Plan (Form A).
- B. The determination of SBE utilization shall be based on the following criteria:
1. The firms identified as SBE by the prime contractor on the SBE Compliance Plan (Form A) must be certified by the Office of Small Business Development prior to bid opening.
  2. The prime contractor shall be credited for the entire expenditure to SBE firms only if all of the identified scope of work is performed directly by the certified SBE firm.
  3. The prime contractor shall be credited for the entire expenditure to SBE manufacturer only if the manufacturer produces goods from raw materials or substantially alters them for resale. Only 20% of the SBE goals may be expended for SBE suppliers that do not manufacture products they supply.
  4. The prime contractor shall count toward the SBE requirement only those payments to SBEs who perform a commercially-useful function in the actual performance of the contract. While that generally means an SBE should be engaged in direct contract work, a "commercially-useful function" may also include management of a third tier subcontractor. For example, while an SBE trucking subcontractor is always expected to perform some direct work on the project, in some cases it may become necessary to subcontract work out to one or more third tier subcontractors. If a third tier subcontractor is also an SBE, the full amount

of the work performed by that third tier SBE can be counted toward SBE participation. However, if the third party subcontractor is not an SBE, the prime contractor may only count 20% of the amount being subcontracted to the third tier non-SBE subcontractor. SBEs are required to notify the Department of Public Works if they subcontract out work so that the Department can determine how much, if any, of the subcontracted work can be counted toward the SBE requirement. The Commissioner of Public Works will make the final determination and evaluation of whether the SBE is performing a commercially-useful function.

C. The contractor, by signing and submitting a bid, certifies that the contractor understands the provisions of Chapter 370 and knows of and intends to comply with them. The completed SBE Compliance Plan (Form A) must be submitted by the apparent low bid contractor within three (3) working days after the identification of the “low bidder.”

1. Information on Form A shall include, but not be limited to:

- a. The names, addresses, telephone numbers, SBE Certification designation and contact person names for the certified SBE contractors that will participate on the project as subcontractors or suppliers;
- b. A description of the scope of work to be performed by the SBE on this project; and
- c. The SBE contractor dollar value(s) and corresponding percentages that the dollar values represent of the total contract amount.

2. Listing an SBE on the Compliance Plan (Form A) shall constitute a representation that the contractor has communicated directly with the SBEs listed. If awarded the contract, the bidder will enter into a subcontract with the firm for the portion of the work listed.

3. SBE participation is an element of bid responsiveness. Failure to meet the specified SBE requirements will render the bid unresponsive. The contract may then be awarded to the next apparent responsive proposer as ranked by the Evaluation Committee.

4. Only SBEs certified by the Office of Small Business Development may be listed on the SBE Compliance Plan (Form A) and counted towards the percentage requirements on this project. A listing of currently City certified SBE firms is maintained at:

Office of Small Business Development  
200 East Wells Street, City Hall, Room 606  
Milwaukee, Wisconsin 53202  
Phone: (414) 286-5553 FAX: (414) 286-8752  
[www.milwaukee.gov/osbd](http://www.milwaukee.gov/osbd)

D. After execution of the contract, if for any reason an SBE cannot perform, the prime contractor shall contact the Commissioner of Public Works for approval to substitute another certified SBE firm. The prime contractor must submit a written request for substitution which specifies the reasons

for the request. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor. If the prime contractor cannot find another certified firm to do the work at a comparable price, a non-SBE firm may be substituted with the approval of the Commissioner of Public Works.

- E. If the prime contractor has a problem in meeting the SBE requirements or if any other problems relative to SBE(s) arise during the completion of this project, the prime contractor shall immediately contact the Commissioner of Public Works.
- F. Certification from programs other than the Office of Small Business Development is neither accepted by the City of Milwaukee nor do they have any bearing whatsoever on the eligibility criteria established by the City of Milwaukee.
- G. Right to Appeal - All contracts awarded under ss.7-14-2 and 7-22 of the City Charter shall be awarded by the Commissioner of Public Works to the lowest responsible bidder determined in accordance with applicable City ordinances for participation of the Office of Small Business Development. Following the opening of any bid involving a determination under applicable City ordinances for participation of SBE, the Commissioner of Public Works shall make a written recommendation as to the lowest responsible bidder and notify all bidders by publication in an official City newspaper as to the content of the written recommendation. Any bidder who objects to the recommendation on grounds of determinations made under applicable City ordinances for participation of SBE may appeal the recommendation on such grounds by filing a written appeal with the Commissioner of Public Works within five (5) working days of the date of publication. The appeal shall state the specific objection to the recommendation, include supporting documentation and specify an alternative recommendation. The Commissioner of Public Works shall schedule a hearing before an appeals committee consisting of the Chair of the Economic Development Committee or the Chair's designee, a member of the Economic Development Committee selected by the Chair and the Director of the Office of Small Business Development to be held within five (5) days of receipt of the appeal. The Committee shall have authority by majority vote to affirm or set aside the recommendation of the Commissioner of Public Works and its decision in this regard shall be final. In the event a timely appeal, meeting the requirements above is not filed, or the Committee affirms the Commissioner's recommendation following a timely appeal, meeting the requirements above, the Commissioner shall make an award in accordance with the recommendation.
- H. Percentage of Required SBE Participation
  - Construction = 25%
  - Purchase of Goods and Services = 25%
  - Purchase of Professional Services = 18%**

**CITY OF MILWAUKEE INSURANCE REQUIREMENTS**

- A. The “City of Milwaukee” must be named as an additional insured.
- B. The insurance certificate must be an original and issued by companies licensed to do business in the State of Wisconsin or signed by an agent licensed by the State of Wisconsin. Electronic signatures are acceptable.
- C. A copy of the endorsement of Earlier Notice of Cancellation or Non-Renewal stipulation must be submitted with the Certificate of Insurance.

The City of Milwaukee shall be named as an additional insured with respect to liability coverage other than professional liability, and shall be provided with at least 30 days written notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this Contract, for any reason including non-payment of premium. This should be accomplished through the addition of an endorsement to the policy/policies providing Earlier Notice of Cancellation or Non-Renewal. Such endorsement must contain the following stipulation:

“We will mail notice of cancellation (including for nonpayment of premium), non-renewal or material limited of coverage to the organization shown in the schedule. We will mail the notice at least 30 days before the effective date of the action.”

A copy of the endorsement must be submitted with the certificate of insurance. A certificate of insurance evidencing such coverage shall be approved by the City Attorney and placed on file with the City of Milwaukee Department of Public Works prior to commencement of work under this contract. The City Public Works Director reserves the right to examine and approve the actual policy of insurance before the City executes any Contract for this purchase.

- D. The certificate holder shall be noted as: City of Milwaukee  
Department of Public Works

<b>Required?</b>	<b>COVERAGE</b>	<b>MINIMUM AMOUNT OF COVERAGE REQUIRED</b>
Yes	Worker’s Compensation	Statutory Limits
Yes	Comprehensive General Liability	Bodily Injury: \$500,000/occurrence; \$1,000,000 aggregate Property Damage: \$500,000/occurrence; \$500,000 aggregate
Yes	Automobile Liability	Bodily Injury: \$500,000/person; \$1,000,000/occurrence
Yes	Professional Liability	\$1,000,000 per occurrence

**ATTACHMENT D**

**VENDOR REFERENCES FORM**

**Proposer Name:** \_\_\_\_\_

Reference Name/Organization Name:  
\_\_\_\_\_

Current or Past Client: \_\_\_\_\_ Were you the prime or subcontractor? \_\_\_\_\_

Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Web Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

If you were not the Prime Contractor, what firm was? \_\_\_\_\_

Detailed Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Firm's Key Assigned Personnel (Name/Role/Years of Experience):  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT E**

**DESIGNATION OF CONFIDENTIAL, TRADE SECRET AND PROPRIETARY INFORMATION**

RE: City of Milwaukee Complete Streets Policy and Procedures Development

Material submitted in response to the above mentioned City of Milwaukee Request for Proposal (RFP) includes information that we have determined is proprietary, confidential and/or information which qualifies as a trade secret, as provide in Wis. Stat. Section 19.36(5), or is otherwise material that can be kept confidential under the Wisconsin Public Records Law. As such, the Proposer asks that certain pages, as indicated below, of this proposal be treated as confidential material and not released to the public. I am providing the following information with the understanding that it is being submitted to the City under a pledge of confidentiality. I would not have submitted this information had the City not pledged to keep it confidential\* and request that the following pages not be released:

<b>Section</b>	<b>Page</b>	<b>Topic</b>

\*Proposers are cautioned that the entire proposal may not fall within the confines of the pledge of confidentiality. The above designation(s) of confidentiality in no way guarantees that designated information will be kept confidential. Under the provision of the Public Records Law, proposer is not entitled to notification prior to release of information, and is not entitled to go to court to block disclosure of any portion of the proposal. If the City of Milwaukee agrees with the proposer’s designation of trade secret or confidentiality and the designation is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of trade secret or confidentiality.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

The City of Milwaukee, as custodian of these public records, has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

**PROPRIETARY INFORMATION:** Proprietary information submitted in response to this RFP will be handled in accordance with applicable City of Milwaukee procurement regulations. A Proposer responding to this Proposal should not include any proprietary information or protected trade secret(s) as part of its Proposal unless the Proposer:

- Designates the specific information that it maintains is proprietary or trade secret and the reason(s) for such designation in a separate document to the City of Milwaukee, and
- Identifies the specific information when it occurs within the Proposal.

The City of Milwaukee's preference is for the Proposer to segregate all information designated as confidential into one section of the RFP response and/or a separate document for easier removal to maintain its confidential status. The response to the RFP should indicate which portion of the requested information is confidential and where this information is location within the response, i.e., under separate cover, in confidential Section No. 123, etc. Data contained in the Proposal and all documentation become the property of the City of Milwaukee Department of Public Works.

Generally, Proposals are available for public review after the City of Milwaukee has awarded a contract.

**ATTACHMENT F**  
**AFFIDAVIT OF COMPLIANCE**  
**DISCLOSURE OF PARTICIPATION IN OR PROFITS DERIVED FROM SLAVERY BY CONTRACTORS**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

This Affidavit of compliance will be the contractor's sworn statement that publicly discloses any slavery policies sold by any companies, or profits from slavery by industries or their predecessors that are doing business with the City of Milwaukee as defined in the Milwaukee Code of Ordinances 310-14. NOTE: Effective May 31, 2014, Contractors whose company was established during the slavery era, whether or not subject to competitive bidding, shall complete this Affidavit prior to entering into a contract with the City. Please check one:

\_\_\_\_\_ This business was in existence during or prior to the slavery era (1965). I have searched any and all records of investments or profits from slavery, and have found no such records.

\_\_\_\_\_ This business was in existence during or prior to the slavery era (1865). I have searched any and all records of investments or profits from slavery, and am disclosing the findings below.

Findings being disclosed (please attach additional pages, if necessary):

I hereby declare all statements are true, accurate and complete as of the date furnished to the City of Milwaukee.

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

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

---

Subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, at  
\_\_\_\_\_ County, \_\_\_\_\_ State.

(SEAL)

Notary Public Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ATTACHMENT G**

**AFFIDAVIT OF COMPLIANCE - LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM**

**IMPORTANT:** This form must be submitted with your Proposal to be considered for LBE status.

**RFP #:** **Official Notice No. 53-2015 (Complete Streets Policy and Procedures Development)**

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City / State / Zip:** \_\_\_\_\_

This Affidavit will be the contractor’s sworn statement that the business meets the following criteria:

- The business owns or leases property within the geographical boundaries of the City of Milwaukee. Post office boxes shall not suffice to establish status as a Local Business Enterprise.
- A residential address may suffice to establish compliance as a Local Business Enterprise, but only if the business does not own or lease other real property, either within or outside the geographical boundaries of the City of Milwaukee.
- Leased property shall not suffice to establish compliance as a Local Business Enterprise unless at least half of the acreage of all the real property owned or leased by the business is located within the geographical boundaries of the City of Milwaukee.  
The business has owned or leased real property within the geographical boundaries of the City of Milwaukee *and* the business has been doing business in the City of Milwaukee for at least one (1) year.
- The business is not delinquent in the payment of any local taxes, charges or fees, or the business has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement.
- The business will perform at least 10% of the monetary value of the work required under the contract.

**NOTE:** If you are the primary owner of more than one business location, and the other business location(s) is not located within the geographical boundaries of the City of Milwaukee, the business you are seeking to qualify as a LBE must serve as the primary functionally operational entity capable of providing the required services, commodities, or supplies for the purposes of this Bid/RFP. If you own more than one business, please list the name of the business(es) and its address(es) on the “Business Property Location” form.

**SITE VISITS:** Please note the contractor agrees to allow the City to verify Local Business Enterprise status by allowing City Staff to visit the operation(s) of the business that is seeking Local Business Enterprise status at any time without notice, in an effort to maintain the integrity of the City’s bidding process.

I hereby declare compliance with the City of Milwaukee Code of Ordinances Chapter 365.

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

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, at  
\_\_\_\_\_ County, \_\_\_\_\_ State.

(SEAL)

Notary Public Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ATTACHMENT H**

**PROPOSER’S DOCUMENT SUBMISSION CHECKLIST**

<b>Authorized Proposer Initials</b>	<b>REQUIRED DOCUMENTS AND SEQUENCE</b>	<b>For City Staff Use Only</b>
	Proposers are required to submit a total of six (5) hard copies of the Proposal – one (1) clearly marked <u>ORIGINAL</u> , five (5) clearly marked as <u>COPY</u> , and also one (1) electronic copy submitted to <a href="mailto:Kristin.Bennett@milwaukee.gov">Kristin.Bennett@milwaukee.gov</a> . (Cost proposal should NOT be emailed except upon request.)	
	Cover page with details as indicated herein	
	Table of Contents with tabs corresponding to the submittal sequence	
	Proposer’s Document Submission Checklist	
	Introductory / Cover Letter	
	Detailed Scope of Services	
	Staffing Plan and Key Personnel Qualifications	
	Proposed Project Scheduled	
	Vendor Reference Forms (3)	
	Certificate of Insurance	
	Designation of Confidential, Trade Secret and Proprietary Information Form	
	Affidavit of Compliance – Disclosure of Participation in or Profits Derived from Slavery by Contractors	
	Affidavit of Compliance – Local Business Enterprise (LBE) Program Form	
	<p>Cost Proposal in a separate sealed envelope – a total of two (2) proposals – one (1) clearly marked <u>ORIGINAL</u> and one (1) clearly marked <u>COPY</u>. Do not submit an electronic copy of the Cost Proposal unless requested.</p> <p>The outside of this envelope shall be clearly marked “City of Milwaukee – Do Not Open – Complete Streets Policy and Procedures Development Cost Proposal” plus the name of the proposing Firm.</p>	

**NOTES:**

All of the original documents requiring signature or initials, including the cost proposal, are to be manually signed – no signature facsimiles. The information being requested is material to the nature of this RFP. Failure to submit the above requested information with your Proposal and in the sequence and scope of services detailed herein may result in your Proposal being deemed non-responsive. Please make sure that the documents you submit with your Proposal fulfill all of the requirements set forth in this RFP.