

**OFFICIAL NOTICE #57413
Request for Qualifications
Lakefront Gateway Project**

The Department of City Development (DCD) is requesting responses to this Request for Qualifications from qualified architecture, landscape architecture, planning, and design firms to create urban design options for the intersection of Lincoln Memorial Drive with Michigan and Harbor Drive, consistent with the objectives and vision in the 2010 Downtown Area Plan.

The RFQ can be found on DCD's web site at the following link:

<http://city.milwaukee.gov/Projects/RequestsforProposals.htm>

Questions regarding this RFQ should be addressed to Scott Stange in writing via email at: sstang@milwaukee.gov. Deadline for questions regarding the RFQ are due by, **March 7, 2013**. Any additional information and/or clarification(s) regarding this RFQ will be posted on the above referenced website in the form of an addendum to this RFQ by **March 8, 2013**.

Proposals are due March 15, 2013, by 11:00 a.m.

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**CITY OF MILWAUKEE
DEPARTMENT OF CITY DEVELOPMENT
809 N. Broadway
Milwaukee, Wisconsin 53202**

February 20, 2013

I. Background –

In the last 10 years Milwaukee's lakefront entities have, independent of one another, expanded or improved their physical plant: the Calatrava addition and Kiely gardens at the Milwaukee Art Museum; re-location and expansion of the Discovery World center; creation of the Lakeshore State Park; and significant upgrades at the Summerfest grounds. It has only been recently that Milwaukee has attempted to establish an over-arching vision alongside solid urban design concepts to overcome the physical seams to better weave downtown Milwaukee to its Lakefront and unite the works done by the lakefront entities into a more cohesive form.

The busiest and most visible entrance to Milwaukee's lakefront – the area around the intersection of Michigan Street and Lincoln Memorial Drive, is underwhelming at best and unsafe at worst. It is Milwaukee's front door to the rest of the state and country (if not the world) but physically resembles a back door. This image creates a negative perception for Milwaukee and Wisconsin, which is all the more significant when cities and regions are vying for and competing against one another for tourism and other economic development dollars.

The physical issues of the Downtown lakefront area derive from earlier plans for a Lakefront expressway that would have been constructed where Lincoln Memorial Drive currently exists and would have completed a multi-lane, high-speed freeway ring around the city of Milwaukee. While the Lakefront freeway was never constructed its legacy still remains with wide intersections, a scattered collection of right-of-way remnants, and an overall road network built to accommodate freeway level traffic counts with east-west pedestrian accessibility an afterthought. This is significant because during the summer and fall months there are over a million pedestrians accessing the Downtown lakefront to reach the various events and amenities located along the Lakefront.

Building upon the conceptual and partnering ground work established by the City's recently completed Downtown Plan, Milwaukee County's Long Range Lakefront Development Plan, and a previous coastal management grant, funds will be used to create design alternatives for the Lincoln Memorial and Michigan Street intersection and immediate surrounds. This intersection and surrounding area is all the more relevant given the potential development projects at and adjacent to the Milwaukee County Transit Center and potential changes to the Lake Interchange.

II. Scope of Services

A. By the Consultant:

- Using Sketch-Up, Adobe, and/or other graphic modeling programs, develop three (3) concept alternatives. Consultant will meet with DCD-led team to review and one (1) preferred alternative will be selected.
- Prepare one (1) detailed, preferred design alternative that includes:
- Intersection designs for the Lincoln Memorial Drive-Michigan Street and the Michigan Street - Harbor Drive intersections as defined by the attached.
- A Streetscape design alternative for selected sections of Lincoln Memorial Drive, Michigan Street, and connections to Harbor Drive.

- Streetscape design components should include detailed design of sidewalks; boulevard medians; pedestrian crossing intersections; right-of-way landscaping, lighting (accent or otherwise); intersection / crosswalk materials; and associated components if included (e.g. benches, kiosks, planters, etc).
- Inclusion of a civic space (general concept for). By realigning or eliminating existing roadways or portions thereof, there exists an opportunity for a new Lakefront gateway plaza, located south of Michigan Street, east of Lincoln Memorial Drive, and north of the intersection of the Clybourn (extended) and Harbor Drive axis.
- Within this Lakefront plaza, a “landing spot” for a possible pedestrian bridge from the current Milwaukee County Transit Center should be considered. (A pedestrian bridge itself need not be included in the project).

B. By the City:

- The City will make available any existing plans, maps, or surveys of streets, utilities, and other facilities included in the project area for consultant review.
- A current conditions Sketch-Up model and digital aerial photos of the project site(s) will be provided.

III. Project Requirements

A. Schedule – A fixed price contract will be entered into with the chosen Consultant. DCD intends on finalizing their selection by March 30, 2013. Execution of the contract will occur immediately following the evaluation of the responses. All final design alternative consistent with the project scope shall be completed and submitted to DCD by June 30, 2013. This does not preclude the negotiation of additional or reduced services and contract amounts prior to the initiation of work.

B. Coordination - Staff from the DCD’s Planning division will coordinate the assignment of this project. For the purpose of efficiency, DCD requires that the chosen Consultant be accessible to DCD and DPW staff on a regular and as needed basis. The Consultant and the DCD will establish a regular communication format through which DCD can be kept current as to the plan's progress.

C. Desired Qualifications

- Architectural, landscape, urban planning, or other design firm with experience in designing urban right-of-way improvements and urban public open space and civic designs, in a compelling graphic format.
- Understanding of and experience with traffic engineering and street utility issues.
- Knowledge and experience with local development projects, or issues, in or near the project area, while not required, is helpful.

D. Budget - The budget for the project is \$36,000.

E. Products - The Consultant shall provide deliverables and attend meetings as noted under the Scope of Services. DCD Planning staff must approve all text, maps, images, and document layouts prior to preparation of the final draft.

All results (including work in progress) from this contract will remain the property of the DCD (City of Milwaukee). DCD will have access to all other working papers or information stored on a computer or computer disk of the Consultant concerning this contract; the Consultant should check with the DCD prior to destroying any working papers or information stored on a computer or computer disk. The Consultant may release no information about this proposed project without the DCD's prior authorization.

F. Insurance - Before commencing work the Consultant shall furnish DCD, for review and approval, evidence of the following insurance coverage:

<u>Coverage</u>	<u>Amounts</u>
Workers' Compensation	Statutory Limit
Comprehensive General Liability	BI (Bodily Injury) \$500,000 per occurrence \$1,000,000 aggregate PD (Property Damage) \$500,000 per occurrence
Automobile Liability	BI \$500,000 per person \$1,000,000 per occurrence PD \$500,000 per occurrence
Professional Liability	\$1,000,000.00

The Consultant shall provide the DCD with Certificates of Insurance evidencing the above referenced coverage. The insurance carrier must be licensed to do business in the State of Wisconsin. The City shall be named as an additional insured with respect to liability coverage, except for the Professional Liability. Failure to provide the insurance required shall permit the DCD terminate a Contract. The City, as an additional insured, 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 policies providing Earlier Notice of Cancellation or Non-Renewal. Such endorsement must contain the following stipulation:

[Insurance Company] will mail notice of cancellation (including for non-payment of premium), non-renewal or material limitation of coverage to the organization shown in the schedule above. [Insurance Company] will mail the notice at least 30 days before the effective date of our action.

In addition, a notarized Affidavit of No Interest form must be completed and signed by the insurance agent who issued the Certificate of Insurance and submitted with the Certificate of Insurance, deposing that no officer, official or employee of the Department of City Development has any interest, directly or indirectly, or is receiving any premium, commission, fee or other thing of value on account of the sale or furnishing of said insurance certificate.

The contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the DCD.

The certificate holder shall be noted as:

City of Milwaukee
809 N. Broadway, 2nd floor
Attn: Purchasing/Contract Services,
Milwaukee, WI 53202

G. Payment Monitoring Requirements: All Contractors awarded a contract valued at \$25,000.00 or more are required to participate in training on the City of Milwaukee's contract compliance software. Contractors must complete the training no later than 30 days after the date of contract award. Throughout the contract term, Contractors are required to regularly provide timely payment information in the City's contract compliance software. Please contact the Office of Small Business Development (OSBD) should you have any questions or concerns regarding the training process at (414) 286.5553.

IV. Submission Requirements and Selection Procedures

A. Submission Contents

Consultant responding to this RFQ must provide the following information in their submission. Brevity is encouraged. Failure to comply with these requirements may be cause for the proposal to be considered non-responsive.

1. Title Page

The title page should include "**Request for Qualifications #57413, Department of City Development, Lakefront Gateway Project,**" and the name of the firm, address, telephone number, name of contact person, e-mail address, FAX number, and date.

2. Letter of Transmittal

The letter of transmittal concisely state the Consultant's understanding of the work to be performed. The names of those authorized to make representations on behalf of the Consultant, their titles, addresses, and phone numbers must be included.

Give the name of the Principal in Charge, the name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, e-mail address, telephone and facsimile numbers. The letter must be signed by a corporate officer or other individual with authority to bind the firm

3. Documentation of Past Experience and Qualifications

The Consultant must provide information about the Consultant's experience in working on similar projects, specifically the Consultant's relevant design experience with projects for public space placemaking and civic plaza's. Information should include project summaries; descriptions of the firm/individual's involvement in the projects; the dates the work was performed, whether the office proposed for this contract was the servicing office; whether key persons assigned to these projects are still with the firm and available to work on this project; detail the ability to plan and execute work effectively, meet deadlines, and interface professionally with both City of Milwaukee DCD and DPW staff; and detail the ability to plan and execute work effectively, meet deadlines, and interface professionally with both City of Milwaukee DCD and DPW staff.

Provide a sample of color images of related work of work. This sample should be included with the submission and preferably provided on a CD (though paper versions will still be accepted). Display boards or other higher quality work samples are not required and will not affect the selection process.

4. Staffing

The Consultant must identify of the specific people/person who would manage this project and a description of their experience and qualifications. Provide a one-page resume for each member of the design team who will be working on the project; how long the members of the firm have been working together; and a list of similar projects the individuals have each worked on.

If the Consultant proposes to use subcontractors for this project, subcontractors must be identified. Provide the following information about proposed subcontractors: Company name, name of contact, title of contact, telephone number. All subcontractors must be approved by the City of Milwaukee.

5. Minority, Women and Small Business Enterprise (MWSBE) Participation

This proposal does not have a mandatory Minority, Women, Small Business Emerging Business (MWSBE) participation assigned. However, proposers may receive up to an additional 10 points for utilization of a City certified SBE firm in their contract. Proposals must specify how the SBE firm will provide a meaningful function within the contract: up to 10 points

For a listing of SBE firms certified by the City of Milwaukee go to the following link and click on the MWSBE Business Directory:

<http://city.milwaukee.gov/osbd>

Proposers must complete and submit with their proposal Form A, as referenced in the Table of Contents (Attachment A).

6. Local Business Enterprise

RFQs that are issued on or after August 10, 2009, include a Local Business Enterprise (LBE) bid incentive in accordance with Chapter 365 of the Milwaukee code of ordinances. Please note that the LBE criteria has been revised, effective December 18, 2009, information regarding the LBE incentive and revised criteria can be found by accessing the city's web site: <http://www.milwaukee.gov>, click the departments link, click the Procurement Services (purchasing) link under Business and Development category, click the Important Information link (see also attached forms).

It is your responsibility as a Proposer to familiarize yourself with this ordinance prior to submitting your bid. Local Business Enterprise means a business which satisfies all of the following criteria:

1. Owns or leases property within the geographical boundaries of the City of Milwaukee. Post office boxes shall not suffice to establish compliance 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.

2. Has owned or leased real property and has been doing business within the geographical boundaries of the City of Milwaukee for at least one year.

3. Is not delinquent in the payment of any local taxes, charges or fees, or has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement

V. Selection of Consultant

City staff will evaluate proposals. City staff will assign points to each proposal using the following criteria (110 Points Total):

- Qualifications and capacity (a maximum of 40 points)
- Previous related experience (a maximum of 25 points)
- Appearance and graphics capability (a maximum of 20 points);
- Experience with or understanding of traffic control issues a maximum of 15 points);
- SBE Participation (a maximum of an additional 10 points)

If a Local Business Enterprise (LBE) is a responsive and responsible Proposer, an additional number of points equal to 5% of the maximum number of points used in the evaluation of the RFQ shall be applied to the total score attained by the LBE.

VI. SUBMISSION REQUIREMENTS AND DEADLINE

All questions and communication regarding this RFQ process and scope of services should be submitted in writing (See #1 of General RFQ Requirements) to Scott Stange. Questions must be sent in writing **no later than March 7, 2013**. Questions initiated after **March 7, 2013** will not be considered. Any additional information, clarification and answers to the questions submitted by the deadline date will be posted on the Internet on the website referred to below in the form of an addendum to this RFQ by **March 8, 2013**:

<http://city.milwaukee.gov/Projects/RequestsforProposals.htm>

Proponents will be responsible for keeping abreast of the addenda as they are posted. All such addenda shall become a part of the RFQ, and all Proponents shall be bound by such, whether or not received by the Proponent

One original and 3 (three) copies of the proposal should be submitted to DCD's Bid Desk no later than **11:00 a.m., March 15, 2013**. The proposals must be submitted **along with the required, SBE Form A , Affidavit of No Interest, and Non-Debarment Form.** Late submissions will not be accepted.

Proposals should be mailed or delivered to:

Bid Desk
Department of City Development
809 N. Broadway, 2nd floor
Milwaukee, WI 53202-3617

Proposal to be clearly marked: **Official Notice #57413, Department of City Development, Lakefront Gateway Project**

VII. General RFQ Requirements

1. Interpretations of RFQ

Any requests for interpretation should be submitted in writing to Scott Stange, Contract Compliance Officer, 809 North Broadway, MILWAUKEE, WI 53202, or submitted by email to sstang@milwaukee.gov. No oral interpretations will be made to any Consultant as to the meaning of the RFQ requirements. All interpretations will be posted and answered on the Internet. If you received your RFQ from the Internet you will be responsible for keeping abreast of the addenda as they come in. All such addenda shall become a part of the RFQ, and all Consultants shall be bound by such, whether or not received by the Consultant.

2. Receipt of Proposals

Proposals received prior to the time of opening will be secure. The officer whose duty it is to open them will decide when the specified time has arrived, and no proposal received thereafter will be considered. No responsibility will be attached to an officer for the premature opening of a proposal not properly addressed and identified.

Consultants are cautioned to allow ample time for transmittal of proposals by mail or otherwise. Consultants should secure correct information relative to the probable time of arrival and distribution of mail at the place where proposals are to be forwarded.

3. Withdrawal of Proposals

Proposals may be withdrawn on written request dispatched by the Consultant in time for delivery in the normal course of business prior to the time fixed for closing. Negligence on the part of the Consultant in preparing a proposal for offer to DCD confers no right of withdrawal or modification of the proposal after such proposal has been opened. In case of withdrawal of a proposal by a Consultant, the Consultant will be disqualified thereby from submitting a second proposal on the contract at hand. See Section 66.0901(5), Wisconsin Statutes.

4. Rejection of Proposals

DCD reserves the right to reject the proposal of any Consultant who has previously failed to perform properly or to complete on time contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors or employees.

5. Award of Contract

DCD Staff will evaluate proposals. All proposals will be evaluated against the evaluation factors stated in this RFQ. While the Contract Management Team intends to select a Consultant based on the proposals received, the Contract Management Team may invite the highest ranked firm/individual(s) to participate in an interview. If one or more interviews are to be scheduled, a letter will be sent to the firm/individual(s) that is/are selected to participate, and this/these firm/individual(s) may be asked to provide more specific written information about their qualifications, methodology, and costs. Firms/individuals participating in the interviews must send the project manager and staff who will work on this project.

After the contract is awarded, all of the firms who submitted a proposal will receive a written acknowledgment of their proposals. DCD will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

6. Contract Payments

DCD and the Consultant will agree on a performance and payment schedule. The Consultant will submit to DCD invoices itemizing the services performed and cost incurred since the last request for payment. Payment will be made after review of the Consultant's work product and upon acceptance by DCD of the services performed.

7. Termination of Contract for Cause

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this contract or if the Consultant shall violate any of the covenants, agreements or stipulations of this contract, DCD shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five work days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, reports, or other material related to the services prepared by the Consultant under this contract shall, at the option of the DCD, become the property of DCD. Notwithstanding the above, the Consultant shall not be relieved of liability to DCD for damages sustained by DCD by virtue of any breach of the contract by the Consultant.

8. Sales Tax

Pursuant to Section 77.54(9a) of the Wisconsin State Statutes, the City of Milwaukee is exempt from Wisconsin Use and Sales Tax. Consultants, therefore, shall not add State of Wisconsin sales tax or use tax to their proposals, but shall include in their lump sum proposals only the taxes they will be required to pay directly as a consumer, when obtaining materials, etc. to fulfill the contract requirements should they be the selected Consultant. Consultants are, however, responsible for determining the impact of the State of Wisconsin's Sale and Use Tax on their proposal.

9. Request for Proposal

This RFQ is not an offer to buy and must not be assumed as such. However, in the event a proposal results in contractual negotiations, the Consultant has the option to not convey and/or sell if compliance with any mandated clause or provision is undesirable or impossible.

No information will be available to any Consultant regarding the status of his response. However, DCD reserves the right to enter into discussion with Consultants for purposes of clarification or further information.

10. Miscellaneous

DCD reserves the right to waive informalities in any proposals, reject any or all proposals in whole or in part, with or without cause, and to accept that proposal which in its judgment best meets its needs. DCD will require an Affidavit of No Interest, which provides that no official or employee of DCD, the Contract Management Team, and/or the City of Milwaukee has or will receive anything of value in connection with the issuance of this contract.

11. Equal Employment Opportunity

The Consultant agrees that there will not be discrimination as to race, sex, sexual orientation, religion, color, age, creed, or national origin in regard to obligation, work, and

services performed under the terms of any contract ensuing from this RFQ. Consultant must agree to comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

12. Indemnification

The Consultant agrees that it will indemnify, save and hold harmless DCD and the City of Milwaukee, their officers, employees, or agents, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses, judgments, and litigation costs, including reasonable attorneys fees, photocopying expenses and expert witness fees, recovered from or asserted against DCD or the City of Milwaukee on account of injury or damage to person or property or breach of contract to the extent that such damage, injury, or breach may be incident to, arising out of, or be caused, either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of the Consultant or any of its agents, servants, employees or subcontractors.

DCD shall tender the defense of any claim or action at law or in equity, arising out of or otherwise related to an act or omission, negligence, misconduct, or breach of contract on the part of the Consultant or any of its agents, servants, employees or subcontractors, to the Consultant or its insurer and, upon such tender, it shall be the duty of the Consultant and its insurer to defend such claim or action without cost or expense to DCD.

13. Slavery Disclosure

The successful Consultant will be required to submit an affidavit of compliance of slavery disclosure before a purchase order/contract can be executed (unless you have already done so and it is on file with the Business Operations Division of the City of Milwaukee).

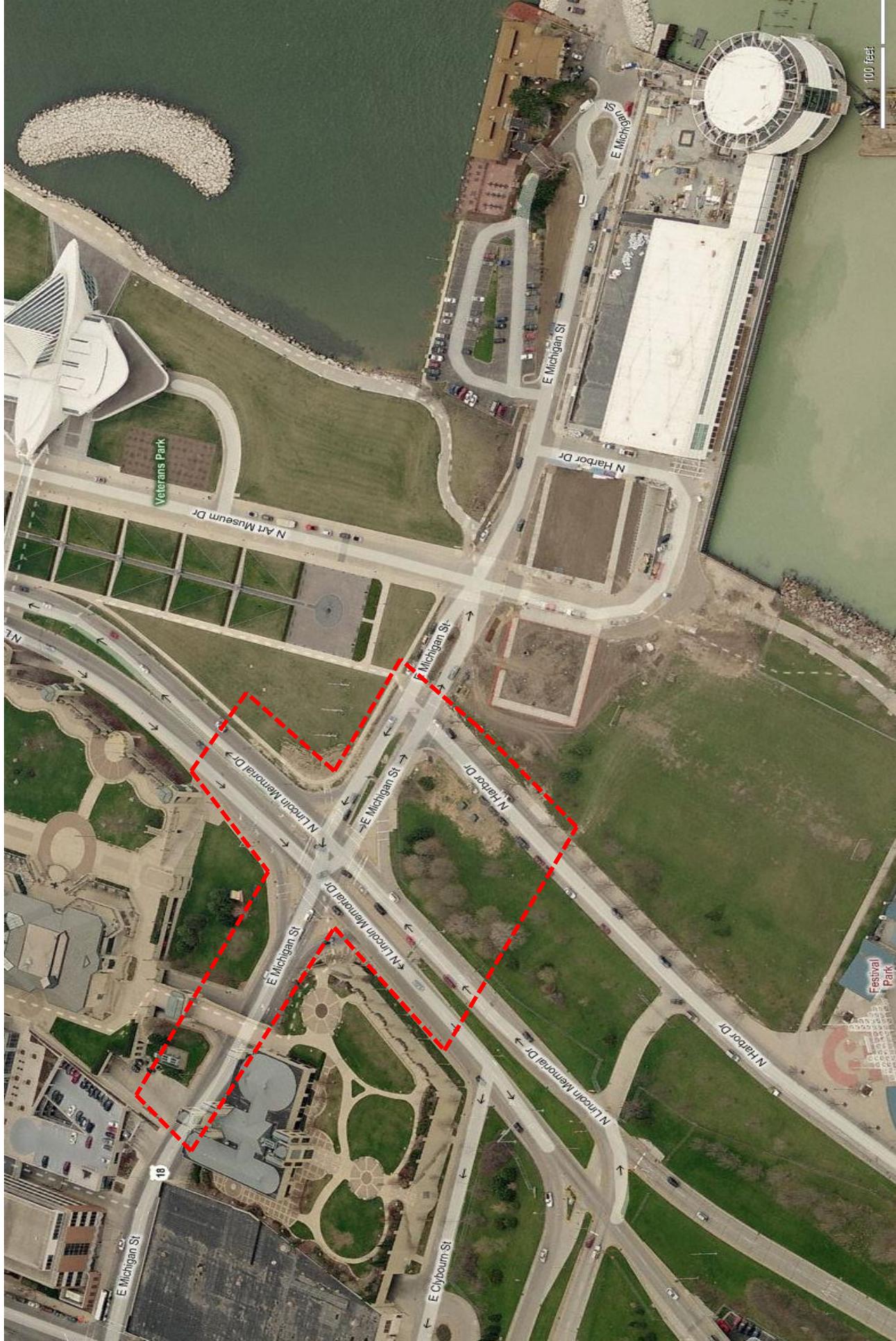
14. Ethics

It is the policy of the Department of City Development, that contracts shall not be awarded to any Consultant team that includes individuals who have left City employment within the past 12 months, or individuals who are currently members of any City boards or commissions.

15. Wisconsin Public Records Law

Both parties understand that the City of Milwaukee is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. 19.21, *et seq.* The Consultant acknowledges that it is obligated to assist DCD 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 this Agreement, and that the Consultant must defend and hold DCD harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.

General Project Area Boundary





**CITY OF MILWAUKEE
OFFICE OF SMALL BUSINESS DEVELOPMENT
FORM A - COMPLIANCE PLAN**

This compliance plan must be completed in its entirety and is a **required** submission with an Invitation to Bid or a Request for Proposal regardless of M/W/SBE participation or the lack thereof.

I. GENERAL INFORMATION (REQUIRED)

BID # _____ Description: _____ _____ _____	Participation		
	MBE		
	African-American	%	Description MBE - Minority business enterprise WBE - Woman-owned business enterprise SBE - Small business enterprise
	Asian-American	%	
	Hispanic	%	
	Native American	%	
	WBE	%	
	SBE	%	

II. PRIME CONTRACTOR INFORMATION (REQUIRED)

Contractor Name: _____
 Address: _____
 City/State/Zip: _____
 Contact Person: _____ Title: _____
 Phone: _____ Fax: _____ Email: _____
 Print Name: _____ Title: _____
 City of Milwaukee Certified: _____ MBE _____ WBE _____ SBE

III. ACKNOWLEDGEMENT (REQUIRED)

I certify that the information included in this Compliance Plan is true and complete to the best of my knowledge. I further understand and agree that this compliance plan is a condition of my Bid/RFP responsiveness. Failure to submit this form and/or meet the specified M/W/SBE requirements may render the Bid/RFP unresponsive.

Name of Authorized Representative: _____ Title: _____

Signature: _____ Date: _____

FOR STAFF USE ONLY

Purchasing Agent Signature: _____ Date: _____

Contracting Department: _____

Reviewed by: _____ Title: _____

Phone: _____ Date: _____

Data entered by OSBD Staff: _____ Date: _____

**CITY OF MILWAUKEE
OFFICE OF SMALL BUSINESS DEVELOPMENT
CONTRACTOR COMPLIANCE PLAN**

List all subcontractor information in its entirety. Only M/W/SBE firms certified through the City Of Milwaukee Office of Small Business Development will be counted towards specified M/W/SBE requirements. Please visit the OSBD website www.milwaukee.gov/osbd for a complete list of certified firms.

IV. SUBCONTRACTOR INFORMATION

Subcontractor Name: _____

Work performed / Materials supplied: _____

City of Milwaukee Certification: _____ MBE _____ WBE _____ SBE

Proposed Award: \$ _____ / _____ %

Contact Person: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Owner/Representative Signature: _____ Date: _____

Subcontractor Name: _____

Work performed / Materials supplied: _____

City of Milwaukee Certification: _____ MBE _____ WBE _____ SBE

Proposed Award: \$ _____ / _____ %

Contact Person: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Owner/Representative Signature: _____ Date: _____

Subcontractor Name: _____

Work performed / Materials supplied: _____

City of Milwaukee Certification: _____ MBE _____ WBE _____ SBE

Proposed Award: \$ _____ / _____ %

Contact Person: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Owner/Representative Signature: _____ Date: _____

PLEASE DUPLICATE AS NEEDED TO PROVIDE ADDITIONAL SUBCONTRACTOR INFORMATION

Department of Administration - Business Operations Division
Office of Small Business Development
City Hall, Room 606
200 East Wells Street
Milwaukee, WI 53202
Information Line: 414-286-5553 Fax: 286-8752
www.milwaukee.gov/osbd

ATTACHMENT C

Non-Debarment Form

The undersigned, being duly authorized to act on behalf of _____ (the “Contractor”), hereby certifies that neither the Contractor nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration’s List of Parties Excluded from Federal Procurement and Non-Procurement Programs).

The Contractor further certifies that all potential sub-recipients, contractors, and any and all of their principals are not debarred, suspended or proposed for debarment, and that the Contractor will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment.

The Contractor certifies that throughout the term of this Agreement, neither the Contractor nor any of its principals are, or will be, debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that the Contractor will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment. The Contractor further certifies that it will verify that no suspended or debarred entities are under contract or participating in activities under this agreement by reviewing the federal general Services Administration's Excluded Parties List System (EPLS) at <http://epls.arnet.gov>.”

Signature/Authorized Official

Date

Title

ATTACHMENT D

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Material submitted in response to DCD’s Request for Qualifications No. 57413 includes proprietary and confidential information that qualifies as a trade secret, as provided in Wis. Stats. §§ 19.36(5) & 134.90, or is otherwise material that can be kept confidential under the Wisconsin Public Records Law. As such, the proponent asks that certain pages, as indicated below, of this proposal be treated as confidential material and not released, to the extent allowed by Wisconsin law. Therefore, I am providing the following information with the express understanding that it is being submitted to DCD under a pledge of confidentiality. I would not have submitted this information had DCD not pledged to keep it confidential* and request that the following pages not be released:

<u>Section</u>	<u>Page</u>	<u>Topic</u>

*NOTE: Proponents are cautioned that the ENTIRE PROPOSAL WILL NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. PLEASE LIMIT DESIGNATIONS OF CONFIDENTIALITY ONLY TO PROPRIETARY OR TRADE SECRET INFORMATION, OR OTHER LIMITED INFORMATION THAT YOU PROVIDE ONLY UPON RECEIPT OF A PLEDGE OF CONFIDENTIALITY

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided, as part of the proposal response will be open to examination and copying.

Signature (Authorized Representative)	Telephone Number
Name (Please Print)	Company Name
Title	Date

NOTE: DCD, 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.

DCD will notify any proponent if a determination is made that the requested information cannot be kept confidential.

PROPRIETARY INFORMATION: Proprietary information submitted in response to this request for proposal will be handled in accordance with applicable DCD procurement regulations. A proponent responding to this proposal should not include any proprietary information as part of its proposal unless the proponent 1) designates the specific information that it maintains is proprietary and the reason(s) for such designation in a separate document to DCD, Purchasing/Contract Services Division and 2) identifies the specific information when it occurs within the proposal.

DCD’s preference is for the proponent to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. _____, etc. Data contained in the proposal and all documentation becomes the property of the DCD, Purchasing Division.

Generally, proposals are available for public review after the Purchasing/Contract Services Division has awarded and executed a contract.



DEPARTMENT OF ADMISTRATION
BUSINESS OPERATIONS DIVISION
PROCUREMENT SERVICES SECTION

LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM
AFFIDAVIT OF COMPLIANCE

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

Bid/RFP #:
Company Name:
Address:
City, State, Zip

This affidavit of compliance 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 Local Business Enterprise must serve as the primary functionally operational entity that is 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 their addresses 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:

NOTARIZATION

Subscribed to before me on this _____ day of _____ in the year _____, at
_____ County, _____ State.

NOTARY PUBLIC SIGNATURE: _____

(SEAL)

PRINT NAME: _____

My commission expires: _____

PLEASE SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL TO:
200 E. WELLS STREET, ROOM 601
MILWAUKEE, WISCONSIN 53202
OR FAX TO 414-286-5976



**DEPARTMENT OF ADMINISTRATION
BUSINESS OPERATIONS DIVISION
PROCUREMENT SERVICES SECTION**

**LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM
BUSINESS PROPERTY LOCATION FORM**

Important Note: This form must be submitted with your bid to be considered for LBE status.

Bid / RFP # _____

Property Location 1

Name:	
Address:	
City, State, Zip	

Property Location 2

Name:	
Address:	
City, State, Zip	

Property Location 3

Name:	
Address:	
City, State, Zip	

Property Location 4

Name:	
Address:	
City, State, Zip	

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