MILWAUKEE COUNTY

DEPARTMENT OF ADMINISTRATIVE SERVICES

REQUEST FOR PROPOSAL (R.F.P.)

Project Name: MCAMLIS Business Needs Assessment

PROJECT NO.: 1199-12002

Issue Date: August 17, 2012

Key Proposal Dates and Contact Information	
Contact Name	**William Shaw**
Contact Email	**billshaw@milwcnty.com**
Contact Fax	**(414) 223-1366**
Questions Due:	**3:00 p.m. CST on August 31, 2012**
Proposals Due:	**2:00 p.m. CST on September 21, 2012**
Evaluation of Proposals:	**Completed by October 16, 2012**
Contract Execution (anticipated):	**January 31, 2013**

THIS PAGE CONTAINS RFP UPDATE NOTIFICATIONS

REV #	DATE	PAGE REFERENCE	SECTION OR PART

Subject: Request for Proposal
Project: MCAMLIS Business Needs Assessment
1199-12002

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)
DIVISION OF ECONOMIC DEVELOPMENT (ECD)
2711 W WELLS ST.
MILWAUKEE, WI 53208

REQUEST FOR PROPOSAL – MCAMLIS Business Needs Assessment

PROPOSAL SUBMISSION REQUIREMENTS

This RFP is issued on behalf of Milwaukee County DAS- ECD, which is the sole point of contact during the procurement process.

Sealed proposals for furnishing services as specified below will be received in the Office of DAS- ECD/MCAMLIS, 2711 W Wells St., 2nd Floor, Milwaukee, WI 53208 no later than 2:00 p.m. on: *September 21, 2012*

ALL PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL BE REJECTED

PROPOSAL SUBMISSION:

One (1) original and three (5) copies of the technical proposal, and **one original and one copy of the cost/financial proposal** are to be submitted in **SEPARATATELY SEALED ENVELOPES** to the **DAS- ECD/MCAMLIS no later than 2:00 p.m. *September 21, 2012***

The **two separate proposal envelopes** must be identified in the lower left corner as follows:

MCAMLIS Business Needs Assessment Services – **Technical Proposal, RFP 1199-12002 Opening Date: *September 21, 2012***

MCAMLIS Business Needs Assessment Services – **Cost Proposal, RFP 1199-12002 Opening Date: *September 21, 2012***

Any Proposal received in an envelope not properly and clearly marked as specified above may result in the proposal being rejected. **It is the vendor's responsibility to comply with the above in order to assure its consideration.**

FAX RESPONSES WILL NOT BE ACCEPTED – ALL FAXES RECEIVED WILL BE REJECTED.

All proposals received in response to this request will become the property of the County and will not be returned to the respondents.

A. CLARIFICATIONS – If additional information is needed to interpret the specifications/requirements, **WRITTEN QUESTIONS MUST BE RECEIVED NO LATER THAN THE TIME/DATE AND ADDRESS TO THE PERSON ON THE COVER PAGE.**

No information provided verbally, or by any other personnel, will be considered binding. All respondents should use this written document and its attachments as the sole basis for their proposal at this time.

Additionally, the County prohibits communication initiated by the respondent to any County official, representative from another entity or employee evaluating or considering the proposals, prior to the time a decision is made.

B. CONTENTS OF PROPOSAL – All attachments, additional pages, addenda or explanations supplied by the vendor with this proposal will be considered as part of the proposal response.

If an oral presentation/interview is required of the selected finalists, it shall be at the respondent's expense. However, an award may be made without discussion with the respondents. Therefore, respondents are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint. Unnecessarily elaborate brochures or other presentations beyond that required to present a complete and effective proposal are not desired.

C. NONCONFORMING TERMS AND CONDITIONS – A response that includes contractual terms and conditions that do not conform to the contractual terms and conditions in the RFP document is subject to rejection as non-responsive. Milwaukee County reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its response or negotiate changes to the contractual requirements prior to making a determination of responsiveness.

D. ALTERNATE PROPOSALS – An alternate proposal is viewed by the county as a proposal describing an approach to accomplishing the requirements, which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same respondent, which differs in some degree from its prime proposal.

The County may consider or reject any or all alternate proposals submitted.

E. RESERVATIONS – This RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. DAS-ECD reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of Milwaukee County to do so.

F. NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS – No official or employee on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract. No official or employee of the evaluation committee shall exercise any undue influence in the awarding of the proposal or contract.

G. AMENDMENT OF PROPOSALS –

By County: Requests for Proposals may be amended by DAS-ECD in response to clarification, specifications and/or requirements changes, new opening date, etc. Amendments will be posted to the Milwaukee County Website, at: http://www.county.milwaukee.gov/ConstructionBidsandR23075.htm **It is the responsibility of the prospective vendors to check this website for any future amendments, questions, revisions, etc., prior to the opening date and return with the response. RFP's that do not return amendments may be rejected.**

By Vendor: Proposals may only be amended after receipt by DAS-ECD by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by DAS-ECD.

H. WITDRAWALS OF PROPOSALS – Proposals may be withdrawn only in total, and only by written request to DAS-ECD Division prior to the time and date scheduled for opening proposals.

I. OTHER CONSIDERATIONS – Factors which include, but are not limited to, quantity involved, time of completion, purpose for which required, competency and financial capacity of vendor, ability to render satisfactory service and past performance will be considered in determining status as a responsible vendor. The County reserves the right to request additional information as may reasonably be required to make this determination and to further investigate the qualifications of the respondent as deemed appropriate.

J. RFP TABULATIONS – RFP Tabulations are available to the public after contract award, approximately 60-90 days from the date of opening. RFP Tabulations can be found at: http://www.county.milwaukee.gov/ConstructionBidsandR23075.htm

Milwaukee County

DEPARTMENT OF ADMINISTRATIVE SERVICES

August 17, 2012

To All Interested Consultants

Project: **MCAMLIS Business Needs Assessment**
Project No.: **1199-12002**
Subject: **REQUEST FOR PROPOSAL (R.F.P.)**

Milwaukee County, Wisconsin is requesting proposals from experienced GIS consulting firms to conduct a 'location- based data and technologies' (LBDT) Business Needs Assessment leading to the development of a (Five Year Work Program) LBDT Implementation Plan. The Consultant developed Business Needs Assessment and Implementation Plan will capitalize on Milwaukee County Automated Mapping and Land Information System (MCAMLIS) ongoing GIS investments and resources as identified in the **"**Draft - MCAMLIS PROGRAM: STRATEGIC ASSESSMENT FOR 2012- 2015" located here. The development of a LBDT Implementation Plan is intended to guide the MCAMLIS Steering Committee decision making related to the support and use of location- based data and technologies into the future and is expected to result in enhanced and sustained local community operations and services as may be aided by MCAMLIS throughout Milwaukee County over the five year period.

I. BACKGROUND

Milwaukee County is the State of Wisconsin's most populous county and also has the highest tax base. It is bordered by Lake Michigan on the east and is 75 miles north of Chicago. Milwaukee County's approximately 242 square miles includes the City of Milwaukee and eighteen suburban communities, with a total population of over 900,000. The County is unique to Wisconsin in that it is fully incorporated within its borders and as such, places significant emphasis on redevelopment in it's approach to business growth. Among many notable amenities, the County has direct access to regional (international and domestic) air, rail and truck transportation hubs and is home to MLB and NBA professional sports teams and to two world-class universities, Marquette and the University of Wisconsin – Milwaukee.

MCAMLIS is a mapping consortium comprised of Utility, County, City and Regional partners. Formulated in 1990, it is responsible for the acquisition and maintenance of topographic, planimetric, orthographic and cadastral base map materials provided to government and non-government clients and organizations throughout Milwaukee County. MCAMLIS is governed by a Steering Committee appointed by member organizations and is permanently managed and staffed by the Milwaukee County Department of Administration Division of Economic Development. MCAMLIS employs three permanent staff and has an annual budget of approximately $1million.

Data Collection and Distribution

Over the course of more than two decades the MCAMLIS program has developed efficient methods of collecting, compiling and distributing more than three terabytes of spatial and tabular data including: Topographic, Planimetric, Cadastral, digital aerial ortho / oblique photography and LiDAR imagery. The MCAMLIS Program publishes and/or distributes nearly 150 feature class datasets depicting countywide spatially enabled data. A list of feature data is available here and metadata can be downloaded via the tutorial tab located on the Milwaukee County Land Information Office (MCLIO) website located here. Historical data regarding requests received by MCAMLIS are

categorized and documented by year and by type as shown in this referenced exhibit. Data requests are initiated by a broad mix of requestors e.g., local/state/federal government and non-government agencies as shown in this referenced exhibit.

Web Enabled Enterprise

Throughout its history methods employed by MCAMLIS have frequently been enhanced to accommodate changing technologies whereby MCAMLIS is the major force behind the 2009 introduction of the MCLIO website. Wherein services were created to support both SOAP and REST service connections allowing for direct connections to published map documents and image libraries. These services are generally compatible with user desktop applications via the web. However many services are constrained by scale dependencies specified in published map documents and most features of these services are restricted to 'view/query' mode of access to comply with copyright and license restrictions. The MCLIO website supports both SECURE and PUBLIC access points with the major difference being SECURE access to proprietary software e.g., Pictometry International Inc. measurement tools, direct data downloads of copyright protected data in GIS compatible formats and the viewing of sensitive and/or proprietary data e.g., electric and gas utility infrastructure. SECURE access is restricted to MCAMLIS Partners and their affiliates. MCAMLIS Partners are further documented in this on-line Login Request form.

Use of the website continues to grow with nearly 10 million logged operations performed since its introduction in 2009 through mid-year 2012 with an expected volume of over 5 million operations in 2012 - a more than 20% increase over 2011. The MCLIO website has been received well by both PUBLIC and SECURE users and has become vital to many local municipal operations in addition to a significant number of private concerns e.g., real estate title companies, engineering, land development etc.

Software/Hardware Infrastructure

The website and MCAMLIS GIS operations are supported by a complex of software described here and an internal network of communication and server hardware as described here.

Community Outreach

Other notable areas of MCAMLIS community support efforts include the facilitation and support of the Milwaukee Municipal GIS Users Group (MMGUG) that is made up of local government and private industry members. MMGUG meets quarterly after MCAMLIS Steering Committee meetings. There is also an associated MMGUG SharePoint site whereby MMGUG members can share and collaborate on GIS related matters.

Why a Business Needs Assessment?

Throughout MCAMLIS history from its earliest developments through today there has been an overriding focus on data creation and distribution. While spatial data collection and maintenance continues as a core objective for MCAMLIS (e.g., Enterprise Address System (EAS), Routable Street Centerline, Aerial Imagery, and Topographic/Planimetric Mapping), there remains only anecdotal understanding and knowledge regarding where and how information (not simply data) can be made more usable and useful to MCAMLIS municipal stakeholders, and by extension, what MCAMLIS' role would be with regard to a more active integration of these data in stakeholder operations.

Certain perceptions and historical influences that currently prevail regarding MCAMLIS need to be brought to light and as necessary strategically counterbalanced as part of this needs analysis and planning activity. These include but are not limited to: the following:

- MCAMLIS is seen as a passive partner; not particularly suited to supporting local needs beyond traditional data support,
- Partnering with the MCAMLIS and by extension Milwaukee County could be considered risky e.g., shared cost agreements not being upheld,
- Local management and technical resources are comfortable with their autonomy,
- Local leadership lack the time/resources to commit to understand and act on LBDT implementation needs within their communities;
- Fear of escalating costs without supporting evidence of ROI,
- Existing technology gaps at both the local level and MCAMLIS,
- Limited MCAMLIS marketing and business planning, and;
- Limited analysis by MCAMLIS of local needs.

As such the full range of MCAMLIS supported products and services are to be continued as a mainstay of the MCAMLIS program going forward. These core items are further described in the State of Wisconsin approved Milwaukee County Land Records Modernization Plan (LRM). However it is recognized that a more focused strategy with regard to LBDT is necessary to advance the full range of benefit regarding MCAMLIS resources across all municipalities making up Milwaukee County.

II. PROJECT DEFINITION

MCAMLIS is seeking to first formulate and then implement a strategy to create and foster effective management of location- based data and technologies across as many communities within the county as can be engaged to do so and to the extent whereby each community or group of communities finds value in its participation.

Objectives of the project include:

- Use of Web and mobile technologies software/hardware to address local community operational and service delivery objectives
- Promote and facilitate core applications and services to enable local communities to engage in flexible and effective service delivery solutions.
- Provide hosted solutions, by MCAMLIS, that incorporate common seamless feature rich data and services that can be further enhanced to address a wide ranging set of unique situations and community demands.
- Provide resources to local municipalities to minimize their capital investments in using and implementing spatial/location data and applications.
- Promote data sharing among MCAMLIS Stakeholders (such as utility data) with MCAMLIS assuming an active facilitation role.

Location Based Data and Technologies

For purposes of this document Location Based Data includes any data that has (or could have) a spatial component and contains one or more descriptive attribute (including time) about a fixed asset in the field e.g., sidewalk, manhole cover, utility pole, property, meter etc. Location based Data can also be referred to as any data that has both a spatial and time component as in a mobile asset e.g. a person, device, route or vehicle.

Location Based Technologies include any technology that can be used to collect, store, manage, display, analyze, distribute or otherwise administer and/or make use of

Location Based Data e.g., GIS software/hardware, mobile data collection devices, smart devices and location based services.

As a practical matter in response to this RFP the respondent must be able to demonstrate an approach or method that will identify and codify the range of LBDT projects or specific actions that MCAMLIS may consider either for implementation within an individual municipality or preferably a collection of municipalities. Actions must leverage efficiencies inherent to location based data and/or technologies and promote data sharing among MCAMLIS Stakeholders in support of MCAMLIS' role as a centrally managed spatial data clearinghouse. Any such location based data, technology or applications recommended thereof must principally adhere to the core MCAMLIS goals as described in the LRM plan and designed such that the process can be reproduced and integrated within all governmental units that make up Milwaukee County.

In this regard, there are communities e.g., the City of West Allis (snow plow tracking and sidewalk condition assessment) that have independently attained a degree of sophistication in their approach to LBDT and have, in some measure, advanced data and services obtained from MCAMLIS in ways that reasonably align with the LBDT objectives for which this RFP is intended to address. Likewise there are examples of MCAMLIS web based services being directly utilized as may be required to address critical local municipal operational needs e.g., City of Milwaukee Assessors Office and the City of Glendale Community Development.

III. SCOPE OF CONSULTANT SERVICES

The consultant shall, with the approval of the MCAMLIS project manager:

- Develop strategies to determine needs within Milwaukee County for Spatial Location Data consistent with the project objectives (Municipalities are defined for this project to include 19 municipalities within Milwaukee County, Milwaukee County Government, MCAMLIS Steering member organizations, SEWRPC, and School Districts). Potential strategies include surveys, interviews, summit/gathering of like audiences from each municipality.

- Create an awareness campaign for the project - including an online presence capable of soliciting document review and client survey input.

- Provide GIS industry best practice education for targeted audiences within municipal governments such as streets, sewers, water, police, fire, EMS, assessment, election, parks, waste management, public information, school districts, or economic gardening/development.

- Coordinate information gathering from targeted audiences within each municipality.

- Gather a baseline of the current municipal website, internet connectivity, services, and spatial/location data being collected.

- Develop a comprehensive needs assessment document and prioritize needs and baseline data gathered from each municipality.

- Develop a (Five Year Work Program) Business plan and strategy that focuses on the implementation of the highest ranked priorities.

- Develop a plan to implement high priority needs by packaging the priorities into projects including project definition, scope, high-level schedule, and high-level cost estimates.

IV. SCHEDULE

Describe, first in summary, then in detail, the project plan recommended by your firm to insure timely delivery. This plan should highlight all milestones and deliverables. The project will commence upon contract execution and final deliverables are to be completed within 6 months.

V. MCAMLIS PROJECT TEAM DELIVERABLES

- Provide contact information for target audiences.
- Attend meetings and assist in providing meeting locations

VI. GENERAL REQUIREMENTS

A. For work that is to be performed at the Milwaukee County systems facility locations, the County can provide office space and workstations (PC's). Normal working hours is 8:00 a.m. – 4:30 p.m. Monday – Friday.

B. Payment terms will be negotiated and tied to specific deliverables with a minimum of 5% retained until Milwaukee County has accepted the final deliverables. Payment will be made within thirty days after receipt of a properly documented invoice.

C. All subcontractors must be identified in the proposal response. If Sub-Contractors are used, Milwaukee County will consider the proposing contractor to be the Prime Contractor and to be solely responsible in all contractual matters, including payment of any and all charges resulting from such sub-contractor arrangements. The Prime Contractor will be fully responsible for the actions, errors, and omissions of the sub-contractor. The successful bidder shall cause appropriate provisions of its proposal to be inserted in all subcontracts ensuing to ensure fulfillment of all contractual provisions by subcontractors.

D. The successful professional service provider shall comply with CFR 49 Part 26 and Chapter 42 of the Milwaukee County Ordinances, which requires Good Faith Efforts (GFE) to achieve participation of certified Disadvantaged Business Enterprise (DBE*****) firms on all USDOT and Milwaukee County funded professional service contracts. In accordance with this Milwaukee County policy and US DOT requirements, the consultant/service provider shall ensure that DBEs have an opportunity to participate in this project/contract. The efforts employed by the consultant/service provider should be those that one could reasonably expect a consultant/service provider to take if the consultant/service provider were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. **This project has a DBE participation goal of 5% of the total contract amount**. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements. (49 CFR §26.53 and Appendix A to 49 CFR Part 26, which provides guidance regarding GFE). For a list of Milwaukee County certified DBEs, go to

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

http://www.county.milwaukee.gov/IntergovernmentalRel12281.htm and do a DBE search. For additional assistance, contact the Community Development Business Partners (CDBP) at (414) 278-5248.

E. The County shall be entitled to request the removal of individuals working on this project for any of the following grounds, provided such request be in writing and shall specify the reasons for the County's dissatisfaction: (i) unsatisfactory performance that causes negative operational impact at the County or causes the County to commit additional resources to avoid operational impact; (ii) dishonesty or belligerent conduct; (iii) lack of compatibility with County staff; or (iv) violation of County rules or policies. Upon such written request, the County and CONTRACTOR shall decide on a course of action to cure any such problems, or policy violations as in (iv). In the event CONTRACTOR does not cure the problem within seven (7) days from the date of notice, CONTRACTOR shall remove such person and shall promptly provide a qualified replacement. The County will be liable for payment of services only up to the time of dismissal and provided then only if services rendered meet the minimum requirements of the County.

F. The vendor is responsible for ensuring that any substitute personnel have comparable skills and experience. The County reserves the right to interview substitute personnel prior to commencement of activity on the project.

G. Contractor and Milwaukee County agree not to offer, promise or engage in employment with Contractor or County personnel and/or contractors from the staff of other contractors for a period of six (6) months from the completion of the assignment and/or during the time that the assignment is in progress.

H. The successful consultant must be an Equal Opportunity Employer.

I. The proposal shall conform to all attached documents. All proposals should use this RFP and its attachments as the sole basis for the proposal. The issuance of a written addendum and the pre-submission meeting minutes (if issued) are the only official method through which interpretation, clarification or additional information will be given.

J. All costs for preparing a proposal, attending the selection interview if required, or supplying additional information requested by Milwaukee County, are the sole responsibility of the submitting party. Material submitted will not be returned.

K. Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part: "No person may offer to give to any County Officer or employee or his/her immediate family, and no County Officer or his/her immediate family may solicit or receive anything of value pursuant to an understanding that such officers or employees vote, official action or judgment would be influenced thereby."

L. Contractor during the period of this agreement shall not hire, retain or use for compensation any member, officer, or employee of the County or any person who, to the knowledge of Contractor, has a conflict of interest.

M. For a period up to three years after completion of the Agreement, Consultant shall permit the authorized representatives of County, after reasonable notice, to inspect and audit all data and records of Consultant related to this Agreement. Consultant must obtain prior written Milwaukee County approval for all subcontractors and/or associates to be used in performing any of the obligations described in this Agreement. There must be a written contractual agreement between the Prime Consultant and its County-approved subcontractors and/or associates, which binds

the subcontractor to the same audit Agreement terms and conditions as the Prime Consultant.

N. Consultant shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort as respect damage to persons or property and third parties in such coverages and amounts as required and approved by the County Risk Manager. Furnish acceptable proof of such coverage to the County Risk Manager prior to services commenced under this agreement.

The Consultant shall provide evidence of the following coverage and minimum amounts:

Type of Coverage	**Minimum Limits**
Wisconsin Worker's Compensation	Statutory (Waiver of Subrogation for Workers Comp by Endorsement)
Employer's Liability & Disease	$100,000/$500,000/$100,000
General Liability	
Bodily Injury & Property Damage to include personal injury, fire, legal, products and complete operations	$1,000,000 per Occurrence (name the Milwaukee County as an Additional Insured in the general liability policy by endorsement) $1,000,000 Aggregate
Automobile Liability	(name Milwaukee County as an Additional Insured in the automobile policy by endorsement
Bodily Injury & Property Damage (all Autos- Owned, Non-owned and/or hired)	$1,000,000 per Accident
Uninsured Motorists	Per Wisconsin Requirements

Except for Environmental Impairment Insurance, Professional Liability (Errors and Omissions), Workers Compensation and Employers Liability, Milwaukee County shall be named as an Additional Insured in the general liability policy as its interests may appear as respects the services provided in this agreement. A Waiver of Subrogation for Workers Compensation by endorsement in favor of Milwaukee County shall be provided. Afford Milwaukee County a thirty-day (30) written notice of cancellation or non-renewal.

Coverage insurance specified above shall be placed with an "A" rated carrier per Best's Key Rating Guide approved to do business in the State of Wisconsin. Submit deviations or waiver of required coverage in writing to Milwaukee County's Risk manager for approval as a condition of this Agreement. Waivers may be granted when surplus lines and specialty carriers are used.

VII. REQUEST FOR PROPOSAL PROCESS

Technical Proposal Format

In order for an evaluation committee to adequately compare proposals and evaluate them uniformly and objectively, all proposals must be submitted according to the following format. The proposals should be double sided. The proposal should be prepared simply and economically, providing straightforward and concise information as requested. Unnecessarily elaborate brochures or other presentations beyond that required to present a complete and effective proposal are not desired.

Milwaukee County reserves the right to reject any proposal not properly formatted. Vendors proposing shall be required to submit (1) original unbound, clearly marked and identified as

such, and three (6) copies of their proposal no later than 2:00 P.M. on Monday, September x, 2012 to:

DAS – ECD/MCAMLIS
Attn: William Shaw, Project Manager
City Campus
2711 W. Wells Street, 2nd Floor
Milwaukee Wisconsin 53208

Proposals should be identified in the lower left corner as follows:

> **MCAMLIS Business Needs Assessment – Technical Proposal, RFP 1199-12002 Opening Date: September 21, 2012 (the Technical Proposal *must not* contain any cost information).**

Each copy of the response shall be separate and apart from other copies, bound (with the exception of the original) and identified in such a manner as to specifically identify the entire response as a complete entity.

The format is presented below along with the minimum information that should be contained in each section. Each section should be clearly identified and contain all of the information necessary to meet the minimum information required without reference to any other part of the proposal. **The responses should emphasize services and experiences that most closely match those requested by Milwaukee County.** While the vendor should provide enough information to fully respond to each section, proposals should be as concise as possible.

Responsiveness will be measured by the vendor's response to the requirements in each paragraph to this RFP. Merely "parroting" back the RFP requirements may deem the response as non-responsive, except in those cases where a simple yes or no response is applicable. The vendor's response must demonstrate an understanding of the requirements. This might be done by providing what was asked for, or citing how the vendor achieved the requirements through its normal business practices.

Transmittal Letter: Include a cover letter summarizing your understanding of the RFP. Indicate who will be the respondent's authorized representative; give name, title, address, e-mail address, phone and fax. The person identified shall be empowered to make binding commitments for the respondent.

Tab 1. Furnish information on your firm, including such information as size of the firm, lines of business, management and technical expertise, financial position, and years in business. Also describe any unique approaches or techniques developed and used by the firm that would give it an advantage in this engagement. **Financial viability of the firm will be a factor when determining the final award.**

Note: The following information shall be provided to Milwaukee County, within five (5) days of request.

1. Formal certification on respondent's stationary signed by the owner or authorized officer of the company indicating the proposing firm has not filed for bankruptcy in any form, nor is there any current intention of filing any type of bankruptcy proceedings. In the event a respondent has or is considering filing bankruptcy of any type, provide a written explanation of such filing, complete with history and current status.

2. The selected Consultant may be required to submit audited or sworn to accuracy financial statements for the respondent's last two (2) fiscal years within five (5)

days of said request. Please state in your proposal response if your company can or cannot provide this information.

Tab 2. Describe your experience and involvement in at least three similar installations. Provide at least 3 business references that can attest to your ability to provide the skills and services proposed. Please provide the name of each referenced firm, contact person, telephone number, fax number, e-mail address, project description including the scope of the needs/requirements analysis, number of internal/external clients involved and approximate beginning and ending dates of your involvement for these references

Tab 3. Project Manager – Provide the identity and qualifications of the Project Manager (PM) to be assigned to the contract. The PM will be the sole contact person for all services provided and have a minimum qualifications of:

a. Experience in developing multi-jurisdictional needs analysis and implementation plans.

b. Experience in implementing LBDT

c. Experience with implementation of ESRI V.10 and ArcGIS Server web services e.g., Latitude Geographics Geocortex Essentials solutions

d. Experience working with municipalities within Milwaukee County or having similar characteristics to Milwaukee County

Tab 4. Provide information on your project team personnel, including any sub-consultant(s) handling this project listing pertinent experience and technical specifications. The format of individual resumes for key personnel should be as follows:

a. Name and position title

b. Total years experience with current firm and others

c. Education (degree, major, institution, year)

d. Summary of pertinent experience and qualifications including adequacy and appropriateness of their credentials and capabilities, expected project assignments, the extent of their project participation, and the relevance of their prior experience

e. Identify the number of installations involved in or completed by the personnel who will be involved with the Milwaukee County project.

f. Provide an organizational chart illustrating the relationship between the PM and key personnel. Identify subconsultants in the organizational chart by name and firm.

g. In addition, the hourly rate for each individual should be listed in the <u>Cost Proposal only</u>.

Tab 5. Respond in detail to the Part III: SCOPE OF CONSULTANT SERVICES.

a. Address each deliverable, detailing the strategy to be utilized and how the strategies will meet the project's objectives

b. Provide a listing of tasks and an estimated level of effort that the consultant expects of the MCAMLIS project team

Tab 6. Respond in detail to *Part IV: SCHEDULE* Describe, first in summary, then in detail, the project plan recommended by your firm to insure timely delivery. This plan should highlight all milestones and deliverable listed in Part III:

Tab 7. Describe your firm's response to the list of general requirements. (Reference Part *VII*: *GENERAL REQUIREMENTS*) including but not limited to specific attention to Item D.

Tab 8. Indicate any exceptions you are taking to the terms and conditions, contractual and other requirements defined in the RFP. If exceptions are taken, cite the paragraph involved, the exception taken, and state alternate language acceptable to the respondent. Vendor's wholly substituting their agreement will not be considered by Milwaukee County.

Tab 9. Indicate any exceptions you are taking to the terms and conditions, contractual and other requirements defined in the Appendix B pertaining to the:

M I L W A U K E E C O U N T Y
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
STIPULATED SUM (LUMP SUM) STANDARD
P R I M E C O N S U L T A N T A G R E E M E N T

F O R

P R O F E S S I O N A L S E R V I C E S

(Type "D" Agreement for Studies, Assessment and Reports).

If exceptions are taken, cite the paragraph involved, the exception taken, and state alternate language acceptable to the respondent. Vendor's wholly substituting their agreement will not be considered by Milwaukee County.

Cost Proposal Format

Complete and submit the cost proposal documents and attach them to the signature page. One (1) original (identified as such) and one (1) copy of the cost proposal, along with the signature page and any signed amendments issued in conjunction with the RFP, must be submitted in a sealed envelope separate from the Technical Proposal no later than 2:00 p.m. CST on September 21, 2012 to:

DAS-ECD/MCAMLIS
Attn: William Shaw, MCAMLIS Project Manager
City Campus
2711 W. Wells Street, 2nd Floor
Milwaukee Wisconsin 53208

The proposal must be identified in the lower left corner as follows:

MCAMLIS Business Needs Assessment – Cost Proposal, RFP 1199-12002 Opening Date: September 21, 2012

REIMBURSABLES, UNDEFINED OR ADD-ON COSTS SUCH AS TRAVEL, POSTAGE, TELEPHONE CALL, ETC. ARE NOT ACCEPTABLE AND MUST BE INCLUDED IN THE FIXED FEES REQUESTED AS PART OF THIS PROPOSAL.

Pricing is requested in the following categories:

1. Scope of Consultant Services

2. Other Costs; i.e., travel, lodging, etc. if applicable

Vendors are to provide a firm fixed fee for each of these categories, with a delineation of the components included in your pricing. Please do NOT use "TBD" (to be determined) or similar annotations in cost details in your response.

Vendors are required to submit price/cost data in the format provided. Vendors are responsible for the mathematical accuracy of the data submitted. The number of interviews, surveys, consultant hours etc.must be clearly identified.

VIII. EVALUATION OF PROPOSALS

Proposals will be evaluated in accordance with the criteria listed below. Award will be made to the responsive, responsible vendor who complies with the requirements and scores the highest total on the evaluation criteria as it pertains to the overall needs of Milwaukee County.

Cost will be evaluated based the following criteria:

Evaluation Criteria:

Experience of Firm in related projects, including unique approaches/techniques	20%
Response to Overall Scope of Work	55%
Cost	25%

IX. PROPOSAL DATES

Questions Due:	3:00 p.m. CST August 31, 2012
Amendment Issued:	No later than Close of Business on September 7, 2012
Proposals Due:	2:00 p.m. CST on September 21, 2012
Evaluation of Proposals:	Completed by October 16, 2012
Contract Execution (anticipated):	January 31, 2013

Appendices:

A. Cost Proposal/Signature Page Form (1 page)
B. STIPULATED SUM (LUMP SUM) STANDARD PRIME CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

APPENDIX A
Cost Proposal/Signature Page

Request For Proposal MCAMLIS Business Needs Assessment
Project No. 1199-12002

The submission of a proposal shall be considered as a representation that the respondent has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect, or may at some future date affect the performance of the contract.

The proper submission of this form by the respondent will be considered as a respondent's offer to enter into a contract in accordance with the provisions herein set forth.

If your proposal is accepted and a contract issued, then this Request for Proposal and all documents attached hereto including any amendments, the Contractor's technical and price proposals and any other written offers/clarifications made by the Contractor and accepted by the County, will be incorporated into the entire contract between the County and your firm, and it shall contain all the terms and conditions agreed on by the parties hereto.

Acceptance will take place only upon award by the Department of Administrative Services, execution of this document by the proper County officials, and delivery of the fully executed contract to the Contractor. Acceptance may be revoked at any time prior to delivery of the fully executed contract to the successful vendor. The contract may be amended only by written agreement by the Contractor and Milwaukee County.

ATTACH YOUR COST PROPOSAL DOCUMENTS TO THIS FORM AND RETURN THE ORIGINAL AND ONE COPY IN ACCORDANCE WITH THE INSTRUCTIONS AS NOTED IN THE RFP.

Contractor **(to be signed by the person authorized to legally bind your firm to this contract)**
All proposal conditions and prices submitted shall remain firm for 270 calendar days following opening.

Respondent's Firm_____ Ph No. ( )_____

Address:_____ Fax No. ( )_____

City, State & Zip:_____ Email:_____

By:_____ Name:_____
(Manual Signature Required) **(Typed or Printed)**

Title: _____ Date:_____

Witness:_____ Name:_____
(Witness to Respondent's Authorized Signature) **(Witness Typed or Printed)**

Title: _____ Date:_____

APPENDIX B

STIPULATED SUM (LUMP SUM) STANDARD
PRIME CONSULTANT AGREEMENT

FOR

PROFESSIONAL SERVICES

M I L W A U K E E C O U N T Y

DEPARTMENT OF ADMINISTRATIVE SERVICES
ECONOMIC DEVELOPMENT DIVISION

S T I P U L A T E D S U M (L U M P S U M) S T A N D A R D

P R I M E C O N S U L T A N T A G R E E M E N T

F O R

P R O F E S S I O N A L S E R V I C E S

(Type "D" Agreement
for Studies, Analysis and Reports)

PROJECT TITLE:

_____

PROJECT LOCATION: _____

PROJECT NO: _____

Agency _____ Org. No. _____ Object No. _____

Project Code _____ Activity _____ Function _____

Category _____

Consultant Firm: _____

Address: _____

_____
(City) (State) (Zip Code)

Phone No. _____ Fax No. _____

E-Mail _____

Type of Services: _____

TABLE OF CONTENTS

Page No.

ARTICLE **1.** **GENERAL** 1

ARTICLE **2.** **SCOPE OF PROJECT** 1

ARTICLE **3.** **BASIC SERVICES** 1

ARTICLE **4.** **COMPENSATION** 4

ARTICLE **5.** **PAYMENTS** 5

ARTICLE **6.** **DISPUTE RESOLUTION** 6

ARTICLE **7.** **CONSULTANT'S RESPONSIBILITY** 6

ARTICLE **8.** **OWNER'S RESPONSIBILITY** 8

ARTICLE **9.** **AUDIT AND INSPECTION OF RECORDS** 9

ARTICLE **10.** **OWNERSHIP OF DOCUMENTS** 9

ARTICLE **11.** **EQUAL EMPLOYMENT OPPORTUNITY** 9

ARTICLE **12.** **DISADVANTAGED BUSINESS ENTERPRISE** 12

ARTICLE **13.** **TERMINATION OF AGREEMENT** 15

ARTICLE **14.** **SUCCESSORS AND ASSIGNS** 15

ARTICLE **15.** **APPLICABLE LAW** 15

ARTICLE **16.** **EXTENT OF AGREEMENT** 16

ARTICLE **17.** **ADDENDUM (If Needed)** 16

ATTACHMENTS: Pages

A - SCOPE OF PROJECT (BY OWNER) . ..... A-1 TO A-__

B - MANPOWER, DIRECT SALARY RATE AND OVERHEAD & PROFIT FACTOR SCHEDULE (BY PRIME CONSULTANT & SUBCONSULTANTS) ..... B-1 TO B-2

C - GUIDELINES FOR REIMBURSABLE EXPENSES (BY OWNER) ..... C-1 TO C-3

Table of Contents

D - CONSULTANT INVOICE FORMS
(FORMS D-1, 2 & 3 - BY OWNER; FOR "FORMAT" ONLY)..... D-1 TO D-3

E - INSURANCE CERTIFICATES & PROOF OF FINANCIAL
RESPONSIBILITY (BY CONSULTANT & SUBCONSULTANTS) .....E

F - MILW. COUNTY "DBE" UTILIZATION FORMS
(BY PRIME CONSULTANT) ..... F-1 TO F-6

G - COST & SCHEDULING SYSTEM REQUIREMENTS (BY OWNER) .....G-1 TO G-2

I - COMPLETE LISTING OF SUBCONSULTANTS
(BY PRIME CONSULTANT) I-1

J - SUBCONSULTANT COMPLIANCE CERTIFICATION
(BY EACH SUBCONSULTANT) J-1

K - CONSULTANT AGREEMENT CLOSEOUT CHECKLIST .....K-1 TO K-2

L - SIGNATURE PAGE..... L-1

THIS AGREEMENT, entered into this _____ day of _____ 20____,

between MILWAUKEE COUNTY, hereinafter designated as MILWAUKEE COUNTY or OWNER, and

_____

hereinafter designated as CONSULTANT is subject to the following conditions.

1. GENERAL CONSULTANT

1.1 The Consultant shall provide Professional Consulting Services for the various phases of the project, as may be authorized, in accordance with the Terms and Conditions of this Agreement.

1.2 The Consultant shall designate in the space provided below one principal of the firm responsible to Owner and available to answer questions, make decisions, and bear full responsibility for the Project.

_____ is designated principal.

2. PROJECT SCOPE

2.1 Work within scope of this Agreement shall include the attached scope of work on a Lump Sum Not-To-Exceed and Reimbursable Expense Basis as outlined in this Agreement.

2.1.1 The work as described by the "Scope of Project", accompanying the Request for Proposal; (Attachment A).

2.1.2 Owner's desired completion dates for critical items: (Refer to paragraph 3.8 Performance Time)

.1 _____ _____

.2 _____ _____

.3 _____ _____

.4 _____ _____

.5 _____ _____

.6 _____ _____

.7 _____ _____

.8 _____ _____

3. BASIC SERVICES

Services shall be furnished by the Consultant for performance of the following as may be requested in the Request for Proposal and the "Scope of Project". BASIC SERVICES shall include all work described herein except as more specifically described, required, added, or modified by the Request for Proposal, Scope of Project and Addenda.

3.1 General Consultant Services

Consultant services applicable to the above phases include:

3.1.1 Conferences with Owner, Users, Prime Contractors and sub-contractors required to review and resolve questions regarding the Project.

3.1.2 When requested by Owner, the Consultant shall attend presentations and appearances before public bodies with Owner to discuss details, to comment, to recommend, to give progress reports, and to obtain approvals.

3.1.3 **Cost Control:** The Budget established by Owner for the construction of the Project and Consultant Fee shall be considered as absolute. The Consultant shall advise Owner in writing:

.1 If directives or actions of Owner increase the scope or cost of the Project or are considered by Consultant to constitute Additional Services under this Agreement.

.2 If Consultant becomes aware that current market conditions have changed sufficiently to preclude completion of the study within the limits of the approved budget.

3.1.4 The Consultant shall recommend to Owner the obtaining of such investigations, surveys, tests, analyses, and reports as may be necessary for proper execution of Consultant's services.

3.2 Performance Time

The Consultant shall complete the following time schedule for the performance of consultant's services:

.1 _____ _____

.2 _____ _____

.3 _____ _____

.4 _____ _____

Schedule shall show each phase of project in working days including review times, and if required, sub-schedules to define critical portions of schedule. The schedule shall be mutually acceptable to Consultant and Owner and, at a minimum, shall be consistent with the completion dates included in 2.1.2.

3.3 Record Documents

Consultant shall provide documentation as specified in the scope of services.

3.4 Subconsultant Services

Should Consultant find it necessary or advisable to employ subconsultants for performing services under this Agreement, the following shall apply:

3.4.1 Consultant shall:

.1 Be responsible for services performed by subconsultants under this Agreement.

.2 Be compensated for the cost of subconsultants as provided under Payments. (Subconsultant compensation is included in the overall Basic Compensation Total).

3.4.2 Subconsultants employed shall be engaged in conformance with the following:

.1 Obtain Owner's written approval for the hiring of each proposed subconsultant to be used in performance of the contractual obligations under this Agreement. Milwaukee County's Project Manager will indicate such approval and/or rejection on Attachment Form "I-1".

.2 Within five (5) days of the above approval, subconsultant shall execute Attachment Form "J-1" binding subconsultant to the terms and conditions of this Agreement including the Audit and Inspection of Records requirements.

.3 Milwaukee County will not approve as a subconsultant a person connected with a firm manufacturing, selling, or installing material or equipment that is or may be included in Project.

.4 Approved subconsultant firms shall also complete Attachment Form "B-1" (Manpower, Direct Salary Rate and Overhead & Profit Factor Schedule) for potential additional services to be requested at a later date.

3.4.3 Unless otherwise approved by Owner, Consultant shall not employ subconsultants within the Consultant's specialties.

3.4.4 Fees for subconsultants shall be compensated by Owner as billed to Consultant. (There shall be no mark up for costs/fees billed by subconsultants.)

3.5 Additional Services

(Based on hourly service rates - see attachment "B-1").

Services described in this Article are not included in Basic Services, and shall be paid by Owner in addition to compensation for Basic Services. The services described under Paragraph 3.11 shall only be provided if authorized in writing by the Owner following a mutual agreement of the scope of the additional services and negotiation of a fair and reasonable actual cost "not-to exceed" fee.

3.5.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

.1 The result of a change by Owner from a previous instruction or approval given by the Owner, including revisions made necessary by adjustments in Owner's program or Project budget;

.2 Required by enactment or revision of codes, laws or regulations subsequent to preparation of such documents; or

.3 Due to changes required as a result of Owner's failure to render decisions in a timely manner.

3.5.2 Providing other services as requested by the Owner.

3.6 Reimbursable Expenses

See Attachment "C" for specific description of reimbursable expenses.
Reimbursable expenses are limited to those not included in the Consultants and/or Subconsultants' "Overhead Factor".

3.6.1 The allowance for all reimbursables for the project shall not exceed _____

_____ Dollars ($_____).

4. Compensation (Applicable to both Consultant and Subconsultants)

Consultant compensation for services shall be based on the following terms and conditions:

4.1 Basic Services Compensation Total for the project by Consultant including all Subconsultants shall be

the “Stipulated” sum of _____

Dollars ($_____).

4.2 Additional Services Rate Itemization

The form on which the Additional Services Rate Itemization is reported and approved is included as Attachment B-1. (By Consultant and Subconsultants)

On Attachment Form "B-1" list staff by name, including clerical staff, which will be assigned to the Project.

Overhead rate (Overhead Factor less profit) contained within the Overhead Factor submitted by Consultant and each Subconsultant shall be Federal Acquisition Regulation (48 CFR 1-31) audit certified. Provide a copy of the most recent auditor's report for each rate.

If Consultant or Subconsultant does not possess a FAR audit certified rate then each shall submit (Attachment B-2 of 2) their proposed rate, for the fiscal year, with identification of the accounting method used and certification that the proposed rate contains only those indirect costs proper and appropriate for the

type of professional services sought by this Agreement. It is understood and agreed that no direct charge will be made for labor or expenses included in the overhead factor.

"Overhead Factor" and the "Principal's Flat Rate" shall include but are not limited to reimbursement of the following:

- Social Security
- Vacation, Holiday & Sick Pay
- Pension & Personal Insurance Plans
- Local Telephone & Fax Service
- Insurance
- Postage & Shipping (see "C-2")
- Taxes
- Office & Drafting Supplies
- Repairs & Maintenance
- Selling Expense
- Office Rental
- General Advertising
- Office Utilities
- General Office Expenses
- Dues & Subscriptions
- Profit
- Registration Fees
- Legal & Accounting Expenses
- Auto Expenses, Parking
- Travel costs to locations within a 100-mile radius of Milwaukee
- Meals
- Use of Cadd Equipment and Systems (Including drawing plots)
- Miscellaneous Overhead

For personnel changes during the term of this Agreement submit a new Form "B-1" within sixty (60) days of adding or deleting staff used or permanent classification changes. In case of added personnel or classification changes, the new "Direct Salary Rate/Hour" will not increase more then 10 percent above the Rate previously listed for the specific classification being replaced.

4.3 Payment for Approved Additional Services

If approved Additional Services as set forth in Section 3.5 above are performed, Consultant shall be paid for such services and expenses on the basis of hourly rates set forth in paragraph 4.2. Amounts paid may be in excess of the Basic Compensation.

4.3.1 Non-Reimbursable Costs and Services

- If arbitration or court proceedings are brought against Owner for damages or other relief attributable to the negligent acts of Consultant or defective drawings, specifications, or other Contract Documents for which the Consultant is responsible, Consultant, to the extent Consultant is found responsible, shall assume the defense, bear any related legal expense, and satisfy awards and judgments resulting from such claims. The Consultant shall pay the costs of revisions to drawings or other documents because of errors or omissions on the part of Consultant.

- Costs not specifically mentioned in Attachment "C".

5. PAYMENTS

Payments to Consultant for services shall be made as follows:

5.1 Monthly invoices: Forms D-1 & 2 for “Basic Services Compensation” and Forms D-1, 2 and 3 for approved “Additional Services”. (See Attachment “D”). All costs submitted on these Forms shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to the Agreement. Except for documentation specifically required by Forms D-1, D-2 & D-3, all other supporting documentation shall not be submitted but shall be clearly identified and readily accessible as specified herein under Article 8., AUDIT AND INSPECTION OF RECORDS.

5.1.1 Bill each individual Annual project or requested service separately following the format of Owner's Forms D-1, D-2 and/or D-3 not more than once monthly or when project Consultant service is complete. Each billing shall be for not less then $500, except for the final billing for an amount due.

5.2 Monthly Invoices and Retainage

Owner will make payments to Consultant within 30 days of invoice approval on the basis of monthly billings prepared by the Consultant and approved by the Owner. Payments will be made on the basis of ninety five percent (95%) of the approved statement. No retainage, however, shall be withheld for reimbursable expenses.

5.3 Progress Payment limitations

Progress payments for basic services shall total no more than the following percentages of total basic compensation payable.

Phase 1 _____ Percent (____)

Phase 2 _____ Percent (____)

Phase 3 _____ Percent (____)

Phase 4 _____ Percent (____)

Phase 5 _____ Percent (____)

5.4 Final Payment

5.4.1 Final payment shall be made after the following have been accomplished:

.1 Owner is in receipt of Consultant's signed Certification of Substantial Completion (A.I.A. Document G704) in conformance with Contract Documents (for each contract).

.2 Owner is in receipt of "Record Documents".

.3 Owner is in receipt of Consultant's invoice labeled "Final Billing".

.4 Owner has determined that Consultant has performed the obligations under this Agreement.

5.4.2 Final payment shall be the release of the five percent (5%) retainage, held by Owner from partial payments for performance under this Agreement.

5.4.3 Upon notification from Milwaukee County to the Consultant that the obligations under this Agreement have been completed, the Consultant shall within 30 calendar days submit for payment a final invoice for any remaining unpaid charges. Should the Consultant fail to respond within the 30 days, the County will assume no additional charges have been incurred. The County will transmit to the Consultant notice of termination of this Agreement with a check for any remaining retainage.

6. DISPUTE RESOLUTION

6.1 Claims, disputes and other matters in question between the Consultant and the Owner arising out of or relating to the Agreement or breach thereof, which cannot be resolved through negotiation between the parties, shall be subject to and decided at the sole discretion of the Owner either by the process and procedures set forth in the most recent edition of Article 6 of AIA Document B901, Part 1, (1996 edition, not bound herein) Dispute Resolution – Mediation and Arbitration or in a court of law.

7. CONSULTANT'S RESPONSIBILITY

7.1 Insurance & Proof of Financial Responsibility for Claims

Purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort as respect damage to persons or property and third parties in such coverage and amounts as required and approved by the County Risk Manager. Furnish acceptable proof of such coverage to the County Risk Manager prior to services commenced under this Agreement.

7.1.2 Provide evidence of the following coverage and minimum amounts.

Type of Coverage	**Minimum Limits**
Wisconsin Workers Compensation	Statutory
Employers Liability & Disease	$100,000/$500,000/$100,000
General Liability	
Bodily Injury & Property Damage to include	
personal injury, fire, legal, products and	$1,000,000 Per Occurrence
complete operations	$1,000,000 Aggregate
Contractual Liability	
Professional Liability	
Errors & Omissions	$2,000,000 Per Occurrence
Refer to paragraph 7.2 for additional conditions	
Environmental Impairment Insurance	$1,000,000 Aggregate (Unless not required)
Automobile Liability	
Bodily Injury & Property Damage	
All Autos	$1,000,000 Per Accident

Note: Consultants performing work on the secured airside at General Mitchell International Airport and Timmerman airport shall maintain at least $5,000,000 Auto & Commercial General Liability Limits. This can be satisfied through a combination of Auto and Umbrella Liability Limits.

7.1.3 Except for Environmental Impairment Insurance, Professional Liability (Errors and Omissions), Workers Compensation and Employers Liability, name OWNER as an additional insured in the general liability and automobile policy as their interests may appear as respects services provided in this Agreement. A Waiver of Subrogation for Workers Compensation by endorsement in favor of Milwaukee County shall be provided. Afford Owner Thirty (30) day written notice of cancellation or non-renewal.

7.1.3.1 Place insurance specified above with an A rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Submit deviations or waiver of required coverage or minimums in writing to Owner's Risk Manager for approval as a condition of this Agreement. Waivers may be granted when surplus lines and specialty carriers are used.

7.1.4 Submit certificate of insurance for review to Owner for each successive period of coverage for duration of this Agreement.

7.1.5 Required certificates shall be part of Attachment "E".

7.2 Professional Liability - Additional Provisions

7.2.1 Provide additional information on professional liability coverage as respects policy type, i.e., errors and omissions for consultants, architects, and/or engineers, etc.; applicable retention levels; coverage form, i.e., claims-made, occurrence; discovery clause conditions; and effective, retroactive, and expiration dates, to Owner's Risk Manager as requested to obtain approval of coverage as respects this section.

7.2.2 Be responsible for the accuracy of the Services performed under this agreement and promptly make necessary revisions or corrections to Services resulting from negligent acts, errors or omissions without additional compensation.

7.2.3 Give immediate attention to these revisions or corrections to prevent or minimize delay to project schedule.

7.2.4 Be responsible to the Owner for losses or costs to repair or remedy as a result of Consultant’s negligent acts, errors or omissions.

7.2.5 It is understood and agreed that coverage which applies to services inherent in this Agreement will be extended for two (2) years after completion of Work contemplated in this project if coverage is written on a claims-made basis.

7.2.6 Deviations and waivers may be requested in writing based on market conditions to Owner's Risk Manager. Approval shall be given in writing of any acceptable deviation or waiver to the Consultant prior to the Consultant effecting any change in conditions as contained in this section. Waivers shall not be unduly withheld nor denied without consultation with the Consultant.

7.2.7 Obtain information on the professional liability coverage of subconsultants and/or sub-contractors in the same form as specified above for review by Owner's Risk Manager.

7.3 Compliance with Governmental Requirements

7.3.1 Evidence satisfactory compliance for Unemployment Compensation and Social Security Reporting as required by Federal and State Laws.

7.4 Indemnity

Each party agrees to the fullest extent permitted by law to indemnify, defend and hold harmless, the other party, and its agents, officers and employees, from and against all loss and expenses including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of its employees or agents which may arise out of or are connected with the activities covered by this AGREEMENT. Each party shall further indemnify the other from, and defend against, any liability or expenses (including reasonable attorneys' fees) arising out of or relating to an act or omission by it or its employees arising out of or relating to (1) Federal, state, or other laws or regulations for the protection of persons who are members of a protected class or category of persons, (2) sexual discrimination or harassment, (3) any personal injury (including death) received or sustained by any employee of either party, its subcontractors, agents, or invitees for any reason not covered by workers compensation, and (4) any personal injury (including death) sustained by a third party or property damage by reason of any act or omission, negligent, or otherwise, to the extend caused by a party or its employees.

7.5 Conflict of Interest

7.5.1 Consultant shall not specify, recommend, nor commit Owner to purchase or installation of material or equipment from an entity with whom Consultant has financial or ownership interest without obtaining prior approval.

7.6 Cost and Scheduling

See Attachment "G" - Cost & Scheduling Systems Requirements.

The Consultant shall prepare for inclusion with "Attachment A - Scope of Project" a "Scope and Budget" spreadsheet that is intended to represent the Consultant team's work plan, estimates of cost by task, and the consequent development of the "Not-To-Exceed" compensation totals for each services provided. The Spreadsheet shall identify all scheduled project tasks, assigned staff and firm, estimated labor hours for each staff by task, the cost per hour for each, reimbursable expenses, and total cost for each staff by task. Reimbursable expenses shall be totaled to correspond with each allowance indicated in Article 3.12.1. Additional columns on the spreadsheet shall provide a breakdown of project cost by Consultant and subconsultant.

If specifically requested by Owner, the spreadsheet shall also contain the direct salary rate per hour, overhead rate and profit for each staff and columns shall be totaled to identify the direct labor, overhead, and profit breakdown of each Basic Services Compensation Total indicated in Article 4 of this Agreement.

Concurrent with each monthly invoice the Consultant shall submit an "Earned Value" spreadsheet in the same format as described above. This spreadsheet shall identify project cost and value earned through the date of each invoice. A pay application will not be accepted for payment processing without an appropriate and accurate identification of earned value on this spreadsheet. Each "Earned Value" spreadsheet shall correspond and agree with the project schedule updates required in Attachment G.

8. OWNER'S RESPONSIBILITIES

8.1 Owner will provide information regarding the requirements for Project which will set forth Owner's objectives, schedule, constraints and criteria.

8.2 Owner will designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render, in a timely manner, decisions pertaining to documents submitted by the Consultant.

8.3 Owner will give prompt written notice to Consultant if Owner becomes aware of a fault or defect in the Project or Consultant's nonconformance with the Contract Documents.

8.4 Owner will utilize a Consultant grading procedure for Consultant's performance on each County project. The Project Manager will grade consultant's performance and share preliminary grading with the Consultant. Consultant will have an opportunity to review and comment on the performance report. The final report along with Consultant comments will become part of the Project file and will also be added to a database tabulating all such performance ratings. (See Attachment K-2 of 2)

9. AUDIT AND INSPECTION OF RECORDS

9.1 The authorized representative of Owner and of other governmental agencies to whom Owner may be responsive shall have access for the purpose of making audits, examinations, excerpts, and transcriptions of books, documents, papers, accounting records, time sheets, and other evidence pertaining to costs incurred and relating to Consultant's performance under this Agreement. Such materials shall be available at reasonable times during the Agreement period and for a period of three (3) years from the date of final payment under this Agreement.

10. OWNERSHIP OF DOCUMENTS

10.1 Upon completion of the Project, Consultant shall provide reproducible copies of drawings, specifications, calculations, reports and other documents for this project prepared by Consultant to Owner which will become the property of the Owner.

10.2 If Consultant's services are terminated prior to completion of the Project, Owner will indemnify and hold Consultant and Consultant's subconsultants harmless for costs or claims for damages arising out of use the of incomplete documents, interpretation, revision, alteration, or omission to the documents which are not made by Consultant or subconsultants. Should Owner reuse documents, created by Consultant, the seals and certifications of Consultant and subconsultants shall be invalid, shall not be used and shall be deleted and Owner will indemnify and hold Consultant and Consultant's subconsultants harmless for cost or claims for damages arising out of the reuse of the documents.

11. EQUAL EMPLOYMENT OPPORTUNITY

11.1 In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, Consultant certifies as to the following:

11.1.1 Non-Discrimination

.1 The Consultant shall not discriminate against an employee or applicant for employment because of race, color, national origin, age, sex, sex orientation or handicap, which includes, but is not limited to, the following: employment, upgrading, 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.

.2 The Consultant shall post in conspicuous places, available to employees, notices to be provided by the County, setting forth provisions of non-discrimination clause.

.3 A violation of this provision 11 shall be sufficient cause for County to terminate this Agreement without liability for uncompleted portion or for materials or services purchased or paid for by Consultant for use in completing this Agreement.

11.1.2 Affirmative Action Program

.1 Consultant shall strive to implement principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the use of

women, minorities, and persons with disabilities and other protected groups, at all levels of employment in all divisions of Consultant's work force, where these groups may have been previously under-used and under-represented.

.2 In the event of dispute of compliance with these requirements, Consultant shall be responsible for showing that the requirements have been met.

11.1.3 Affirmative Action Plan

.1 Consultant shall certify that if firm has 50 or more employees, a written affirmative action plan has been filed or will be developed and submitted (within 120 days of contract award) for each establishment. File current Affirmative Action plans, if required, with one of the following: The Office of Federal Contract Compliance Programs, the State of Wisconsin, or the Milwaukee County Department of Audit, 2711 West Wells Street, 9th Floor, Milwaukee, Wisconsin 53208. If a current plan has been filed,

indicate where filed _____and the year covered _____.

.2 The Consultant shall require lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

11.1.4 Non-Segregated Facilities

Consultant shall certify that it does not and will not maintain or provide racially segregated facilities for employees at its establishments, and that employees are not permitted to perform their services at a location under its control where racially segregated facilities are maintained.

11.1.5 Subconsultants

Consultant shall certify that certifications regarding non-discrimination, affirmative action program, and non-segregated facilities have been obtained from proposed subconsultants that are directly related to contracts with Milwaukee County, if any, prior to the award of subcontracts, and that such certification will be retained.

11.1.6 Reporting Requirement

Where applicable, Consultant shall certify compliance with reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60. (Equal Opportunity Employment)

11.1.7 Employees

Consultant shall certify that _____ employees are in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee, and Washington, Wisconsin) and ____ employees in total.

11.1.8 Compliance

Consultant shall certify that it is not currently in receipt of outstanding letters of deficiencies, show cause, probable cause, or other notification of non-compliance with EEO regulations.

****

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

12.1 All bidders/proposers shall comply with CFR 49, Parts 23 and 26, and Chapter 42 of the Milwaukee County Ordinances, which require all bidders/proposers to show Good Faith Efforts (GFE) toward achieving the assigned Disadvantaged Business Enterprise (DBE*****) goal on all Milwaukee County contracts with a DBE goal. In accordance with Milwaukee County policies and USDOT requirements, the contractor/consultant shall ensure that DBEs have an opportunity to participate on this contract.

12.2 **DBE Contract Goal**: Contractor/consultant shall utilize DBE firms to a minimum of ___% of the total contract amount, or document the good faith efforts made to meet that goal, on this contract. The DBE participation goal relative to contract award shall be based upon the approved ***Commitment to Contract with DBE*** (**DBE-14**) form. Contractors/Consultants r receiving additional work on the contract, e.g., change orders, addendums, etc., shall be expected to increase DBE participation proportionally.

DURING SOLICITATION PROCESS

12.3 The Milwaukee County Department of Community Business Development Partners (CBDP) will make the determination as to whether a contractor/consultant has made a good faith effort to achieve the assigned DBE participation goal by doing either of the following:

a. Evidencing that it has met the DBE participation goal by submitting with its bid/proposal a signed and notarized ***Commitment to Contract with DBE*** (**DBE-14**) form documenting sufficient DBE participation; or

b. Documenting the good faith efforts made to meet the DBE participation goal, even though it did not succeed in achieving the goal. In this case, the contractor/consultant shall submit the ***Certificate of Good Faith Efforts*** (**DBE-01**) and all relevant documentation, which will include a signed and notarized ***Commitment to Contract with DBE*** (**DBE-14**) form documenting the DBE participation achieved toward satisfying the goal, with its bid/proposal. CBDP is prohibited, under 49 CFR, Part 26, from ignoring *bona fide* good faith efforts when making determinations on requests for waiver of the DBE goal requirement, in whole or part. Good faith effort determinations shall be made by CBDP based upon contractor/consultant showing of good faith efforts on a contract-by-contract basis.

12.4 Contractor/Consultant shall submit with its bid/proposal, the completed ***Subcontractor/Subconsultant/ Supplier Information Sheet*** (**DBE-02**) and signed and notarized ***Commitment to Contract with DBE*** (**DBE-14**) forms. In the event the contractor/consultant is not successful in meeting the DBE goal, a complete ***Certificate of Good Faith Efforts*** (**DBE-01**) and all relevant documentation shall be submitted with the bid/proposal in addition to the aforementioned forms.

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

12.5 The efforts employed by the contractor/consultant should be those that one could reasonably expect to be taken if the contractor/consultant were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE participation contract goal. (49 CFR, §26.53, and Appendix A to 49 CFR, Part 26, provide guidance regarding GFE).

12.6 In the event CBDP determines that the contractor/consultant has failed to meet the GFE requirements, the contractor/consultant is entitled to appeal this determination. The provisions of 49 CFR, §26.53(d), apply to such an appeal. A request for administrative reconsideration must be sent within three (3) days of receiving written notice of the failure to meet the GFE requirement. The request should be sent to:

Milwaukee County – City Campus
CBDP, Room 830
2711 West Wells Street
Milwaukee, WI 53208

12.7 Listing a DBE on the ***Commitment to Contract with DBE*** (**DBE-14**) form shall constitute a written representation and commitment that the contractor/consultant has communicated and negotiated directly with the DBE firm(s) listed, and that it will use the listed firm(s). If awarded the contract, the contractor/consultant will enter into a contract agreement with the DBE firm(s) listed on the ***Commitment to Contract with DBE*** (**DBE-14**) form for the work and price set forth thereon. This agreement must be submitted to CBDP within seven (7) days from receipt of the ***Notice to Proceed***.

12.8 Contractors/Consultants should note that for the purpose of determining compliance with the DBE requirements of this contract, only DBEs certified by the State of Wisconsin Unified Certification Program (UCP) prior to the bid/proposal submission deadline will be counted towards the satisfaction of the assigned DBE goal. If a bidder/proposer wishes to utilize a DBE firm certified in another state for credit on this contract, the bidder/proposer shall include a copy of DBE certification from the home state along with its good faith efforts documentation upon submission of bid/proposal as a matter of responsiveness. If you need clarification or assistance related to certified DBE firms, contact CBDP at (414) 278-4747.

12.9 When evaluating a contractor/consultant's proposed DBE commitment, Milwaukee County reserves the right to request any documentation from both the contractor/consultant and any listed DBE firms. If the information requested is not submitted by the contractor/consultant within the time specified for such submission, Milwaukee County may determine the contractor/consultant to be non-responsive and thereby remove them from further consideration for contract award.

FOLLOWING CONTRACT AWARD

12.10 The contractor/consultant shall prepare and submit accurate and timely forms and reports on DBE utilization after contract award. These shall include, but not be limited to ***DBE Utilization Report*** (**DBE-16**) forms, and other forms as directed. Failure to submit forms and reports with requests for payment will result in denial of payment, or other sanctions deemed appropriate by the County, including those listed under Section (9), below.

12.11 When evaluating the performance of this contract after execution, Milwaukee County reserves the right to conduct compliance reviews and request, both from the contractor/consultant and the DBE firm(s), documentation necessary to verify actual level of DBE participation. If the contractor/consultant is not in compliance with these specifications,

CBDP will notify the contractor/consultant in writing of the corrective action that will bring the contractor/consultant into compliance. If the contractor/consultant fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:

a. Terminate or cancel the contract, in whole or in part;

b. Remove the contractor/consultant from the list of qualified contractors/consultants and refuse to accept future bids/proposals for a period not to exceed three (3) years;

c. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the DBE contract commitment, where the failure to meet the DBE contract commitment is the result of a finding by CBDP of less than adequate good faith efforts on the part of the contractor/consultant; and/or

d. If the contractor/consultant has completed its contract, and the DBE contract commitment was not met due to an absence of good faith on the part of the contractor/consultant as determined under 49 CFR, Part 26, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE contract commitment. The County may in such case retain any unpaid contract amounts and retainage otherwise due the contractor/consultant, up to the amount of the unmet DBE contract commitment. If insufficient funds remain in the contract account to compensate the County up to that amount, Milwaukee County may bring suit to recover damages up to the amount of the unmet commitment, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.

12.12 Contractor/Consultant shall be credited for expenditures to DBE firms toward the requirements, if the entire identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed DBE firm. CBDP, through the application of 49 CFR, §26.55(c), will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.

12.13 Contractor/consultant is required to notify CBDP if its DBE contractor(s) will further subcontract out work on this project. Work will be credited based on actual participation by DBE firms.

12.14 Contractor/Consultant must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, or if the contractor/consultant has a problem in meeting the DBE goal, or any other problem relative to the DBE goal requirement, the contractor/consultant shall immediately contact CBDP at (414) 278-5248. If needed, contractor/consultant must submit a written request for substitution, including the reason for the request and the log, to its DBE contractor and forward a copy to CBDP. Approval must be obtained from CBDP prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the contractor/consultant.

12.15 **Requests For Payment**: A ***DBE Utilization Report*** (**DBE-16**) form shall be submitted with each payment request by the contractor/consultant after contract award. This report must cover the period covered by the request for payment being submitted. This report must be submitted even if no DBE activity took place during the period being reported. The County Project Manager/Administrator will reject requests for payment that are not in compliance with this section.

12.16 **Final Payment Verification**. The contractor/consultant shall submit the ***Contract Close-Out DBE Payment Certification*** (**DBE-18**) and the final ***DBE Utilization Report*** (**DBE-16**) along with its final request for payment. The County Project Manager/Administrator will not process the final request for payment if these required reports are not included.

12.17 Milwaukee County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of CBDP.

****

Section 12 Revised 11/28/11

13. TERMINATION OF AGREEMENT

13.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

13.2 This Agreement may be terminated by Owner upon seven days' written notice to Consultant if the Project is abandoned, funding is withdrawn or reduced, or for other sufficient causes.

13.3 Owner's obligation for Consultant's services rendered to the date of termination, abandonment, or suspension shall be for that proportion of fee earned, plus retainage and authorized Reimbursable Expenses.

13.4 In the event of termination, abandonment, or suspension, completed or partially complete work materials prepared by Consultant in conduct of this Agreement shall be provided to and become the property of Owner.

13.5 This Agreement shall terminate on December 31 of the calendar year listed on Line 1 of Page 1 of this agreement, unless mutually extended in writing.

14. SUCCESSORS AND ASSIGNS

This Agreement is binding upon the Owner, the Consultant, and their respective successors, assigns, and legal representatives. Neither shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

15. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin.

INDEPENDENT CONTRACTOR. Nothing contained in this contract shall constitute or be construed to create a partnership or joint venture between Owner or its successors or assigns and Consultant or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Consultant is at all times acting and performing as independent contractor, duly authorized to perform the acts required of it hereunder.

PROHIBITED PRACTICES

A. Contractor during the period of this contract shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of Contractor, has a conflict of interest with County.

B. Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value

pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

16. EXTENT OF AGREEMENT

16.1 This Agreement represents the entire and integrated Agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement shall not be superseded by provisions of contracts for design or construction and may be amended only by a written instrument signed by both the Owner and the Consultant.

16.2 Nothing contained herein shall be deemed to create any contractual relationship between the Consultant and any of the Contractors, Subcontractors, or material suppliers on the Project; nor shall anything contained herein be deemed to give any third party any claim or right of action against the Owner or the Consultant which does not otherwise exist without regard to this Agreement.

x x x

Milwaukee County
Department of Administrative Services
Economic Development Division

MANPOWER, DIRECT SALARY RATE AND OVERHEAD & PROFIT FACTOR SCHEDULE
(Used For Additional Services Only; Separate
Schedule Required for Prime Consultant & Each Subconsultant)

Firm Name _____ Principal-in-Charge _____
Wisconsin Reg. Number _____
Principal's Flat Rate ..... $_____/HR.

Overhead & Profit Factor (Multiplier) ..... _____
(Include copy of audited account of overhead factor or complete Attachment B-2 of 2.)

Name	Classification	Direct Salary Rate/Hour

Direct Salary Rate is defined as each employee's actual and verifiable gross hourly cost of salary ("W-2" Statement Salary), exclusive of incentive bonus or other non-direct salary expenses.

Overhead & Profit Factor is defined as the multiplying factor representing each employee's pro-rata share of all other direct and indirect expenses and profit for the consultant's firm. This factor remains fixed for the life of the project.

Additions and deletions of personnel or permanent classification changes must be submitted for approval at the time the changes occur. For multi-year projects, changes in basic salary rates may be submitted for approval only in January of each calendar year.

The foregoing is a true and actual accounting of the rates of

as of:_____, 20__

Signature: _____

Title: _____

Approved for Milwaukee County
Department of Administrative Services, Economic Development Division

_____

Date: _____, 20__

Signature: _____

Title: _____

If your firm does not possess a FAR audit certified rate, please complete the following:

Overhead Rate = _____ (Without Profit)

_____ does not have an audit-certified
(Name of Firm)

overhead rate calculation. The above rate calculation, which includes all non-direct costs considered to be proper and appropriate to the provision of professional services covered by this Annual Consultant Agreement for Professional Services, was prepared in accordance with standards of

_____
(Accounting Practice Used)

It is understood and agreed that no direct charge will be made for labor or expenses included in the overhead factor.

Signature: _____ Date: _____

Title: _____

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES, ECONOMIC DEVELOPMENT DIVISION

GUIDELINES FOR REIMBURSABLE EXPENSES

GENERAL

Milwaukee County reimburses Consultants under contract for expenses in connection with authorized out-of-town travel; long distance communications; fees paid to approving authorities; reproductions which are products of service; requested renderings, presentation models and mockups; and the expenses of requested additional insurance coverage. There may be other qualifying reimbursable expense items if the project or circumstances are unique and terms concerning them are contained in an approved and signed contract. These guidelines are intended to clarify the Owner's general policies concerning payments for reimbursable items.

DEFINITION

Reimbursable expenses are out-of-pocket expenses incurred by the Consultant and Consultant's employees in direct support of the project. Over and above compensation for Basic and Additional Services, they are unique and non-recurring costs. By their nature, the cost is not predictable in advance of occurrence. Approved reimbursable expenses are billed at the same cost paid by the Consultant and are not subject to retainage provisions found in Milwaukee County service agreements.

DOCUMENTATION

Most reimbursables can be documented by presenting a copy of the original sales slip or invoice clearly highlighted, dated, and labeled with the appropriate job number/name and person incurring the expense. When the original charge has been recorded on an employee expense log, an in-house printing or copy log, or on a phone bill printout, for examples, a copy of the appropriate log or journal can be submitted as long as the costs are clearly highlighted, dated and labeled. All documentation must be attached to a cover sheet which itemizes and sub-totals the charges, by type. The documentation and cover sheet is attached to the Consultant's monthly invoice.

REIMBURSABLES BUDGET ALLOWANCE

All agreements shall establish a pre-approved budget allowance for the total out-of-pocket reimbursable expenses of Consultants. Changes to the approved allowance total require a written amendment to the Consultant's contract. As part of final contract negotiations, the consultant shall prepare an itemized budget estimate for reimburseables for review and approval by the Owner. Special care should be taken to differentiate those out-of-pocket expenses that will be initially borne by the Consultant and those that will be paid directly by the Owner (under a separate Owner Services line item in the project budget).

AUTHORIZED OUT-OF-TOWN TRAVEL. Reimbursable travel expenses can accrue for both travel to and from Milwaukee for work in connection with a project if that travel involves a distance greater than a 100 mile radius from Milwaukee **or if the Consultant's working office is more than 100 miles from Milwaukee.** Milwaukee County will reimburse Consultants for reasonable expenses incurred for such transportation, subsistence and lodging. Mutual agreement about what constitutes an authorized travel expense begins at the time of contract negotiations when the budget for these items is established and continues as the project proceeds. Milwaukee County policy is to pay for essential, not luxury, services.

Whenever possible, air travel dates should be planned in advance to take advantage of the lowest coach fares available on connecting airlines; Milwaukee County does not pay for first-class or business-class travel.

Daily rental car rates are rarely competitive with airport van or taxi fares to and from the airport, hotel and project meeting sites. Consultants should confer with Milwaukee County's project manager regarding the most reasonable and cost-effective means for transportation while in Milwaukee.

If traveling by personal car, the total mileage may be charged at the prevailing cost per mile rate allowed by the Internal Revenue Service. Highway tolls and parking fees for out-of town Consultants are also reimbursable, if properly documented and if the Consultant's office is more than 100 miles from Milwaukee.

Meals reimbursement qualifies if the Consultant's employees are required to eat in restaurants in connection with an out-of-town (100 mile radius) visit/trip directly in service of the project. The Consultant's choice of restaurants should be modest in every circumstance. Milwaukee County does not pay for meals taken in first-class restaurants, for cocktails, or for entertaining guests or in-town project team members. Milwaukee County discourages the scheduling of a business meeting over a meal period, thus avoiding the question of which meals might be authorized for reimbursement. Check with Milwaukee County's project manager if you are uncertain about which kind of meal expenditure might be disallowed.

Lodging costs at medium-priced accommodations will be approved. Deluxe accommodations and charges involving personal services of any kind will be disallowed.

LONG DISTANCE COMMUNICATIONS
Milwaukee County will reimburse the consultant for properly documented long distance telephone tolls made for project business.

FEES PAID TO APPROVING AUTHORITIES
Milwaukee County will reimburse the cost of fees paid for securing the approval of authorities having jurisdiction over the project. Consultants should plan for this expense in advance, because cutting Owner checks to coincide with dates of submittal cannot usually be done. County will accept, however, an out-of-sequence invoice covering an unusually high plan exam fee in order to minimize the inconvenience to the Consultant.

REPRODUCTIONS AND REPROGRAPHICS
The cost of drawings, specifications, reports, exhibits and other documents which are products of service are reimbursed with proper documentation. Charges for postage, handling and shipping of reproductions are considered overhead expenses and are not reimbursed. Bid sets, which are often the most expensive segment of the out-of-pocket expense paid by the Consultant, are sometimes contracted for by the Owner on larger jobs that could benefit from competitive bidding for that service. Consult with the Milwaukee County project manger if the furnishing of bid sets is not specifically excluded form Consultant's reimbursable allowance budget.

ADDITIONAL INSURANCE
When additional insurance coverage or limits, over and above that normally carried by a consultant is specifically requested by the Owner, Milwaukee County will reimburse that additional premium cost. Specific documentation will be requested by the Milwaukee County project manager if this expense qualifies as reimbursable.

* * *

Milwaukee County
Department of Administrative Services, Economic Development Division

INVOICE FOR CONSULTING SERVICES **Invoice #**_____
(Lump Sum Contract Form)

DATE _____
PROJECT TITLE
_____
PROJECT NUMBER _____
CONSULTANT _____

SERVICES FOR THE MONTH ENDING: _____
_____

1.) BASIC SERVICES (Attach Form D-2):

2.) REIMBURSABLE EXPENSES (Attach Form D-2):
(Attach itemization and back-up copies of all charges)

3.) ADDITIONAL SERVICES (Attach Form D-3):
(Attach itemization for each service by name, classification, direct salary rate x O.H. factor x man hours)

TOTAL THIS MONTH:

LESS: Retainage @ 5% (On Items 1. & 3. Only). . . . . .

CURRENT PAYMENT DUE _____
(Attach continuation sheet, D-2, on job status)

Approved for billing:

_____
Consultant

_____
Signature

Approved for Milwaukee County
Department of Administrative Services
Economic Development Division:

_____
Signature

_____
Title

_____
Date

MILWAUKEE COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES, ECONOMIC DEVELOPMENT DIVISION INVOICE #_____

CONSULTANT INVOICE CONTINUATION SHEET FOR REPORTING JOB STATUS PROJ. NO._____

CONSULTANT: _____

Basic Services	Fee limit Per Phase/or Totals	Previously Billed	Billed This Month	Percent complete(%)	Total Billed To Date	Retainage To Date	Balance to Completion
Program, Master Plan							
Schematic Des							
Design Dev.							
Contract Doc.							
Bidding							
Const. Admin.							
Sub Total							
Reimbursables (itemize)	$			-N.A.-		-N.A.-	
Subtotal							
Additional Services (itemize) INCR. _____	$						
Sub-Total							
Totals							

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES, ECONOMIC DEVELOPMENT DIVISION

INVOICE FOR ADDITIONAL CONSULTING SERVICES ONLY **Invoice #**_____
(Multiple of Direct Salary Rate Form)
(One FORM "D-3"/Ea. Increase/Billing)

Fee Incr. #_____
Fee Incr. Total $_____

DATE _____
PROJECT TITLE _____
PROJECT NUMBER _____
CONSULTANT _____

SERVICES FOR THE MONTH ENDING:_____

_____

1.) **CONSULTANT LABOR** (Refer to approved Manpower Direct Salary Rate & O.H. Factor Schedule)

Name	Classification	Direct Sal. Rate\Hr.		OH Factor		Man Hrs		Cost
_____	_____	$_____	x	_____	x	_____	=	_____
_____	_____	$_____	x	_____	x	_____	=	_____
_____	_____	$_____	x	_____	x	_____	=	_____
_____	_____	$_____	x	_____	x	_____	=	_____
_____	_____	$_____	x	_____	x	_____	=	_____
_____	_____	$_____	x	_____	x	_____	=	_____
_____	_____	$_____	x	_____	x	_____	=	_____
_____	_____	$_____	x	_____	x	_____	=	_____

Sub-total

2.) **SUBCONSULTANTS**
(Attach itemizations in same form as above)

Sub-total

3.) **REIMBURSABLE EXPENSES:**
(Attach itemization and backup copies of all charges)

Sub-total

TOTAL THIS MONTH:

LESS: Retainage @ 5% (On Items 1. & 2. Only). . . . . .

CURRENT PAYMENT DUE _____
(Attach continuation sheet on job status)

Approved for billing:

_____
Consultant

_____
Signature

Approved for Milwaukee County
Department of Administrative Services
Economic Development Division:

_____
Signature

_____
Title

_____
Date

COMMITMENT TO SUBCONTRACT WITH *DBE* FIRMS

PROJECT No.:_____ PROJECT TITLE:_____

TOTAL CONTRACT AMOUNT (*) $_____ **DBE Goal: _____ (*)**

Subcontract Agreements with DBE firm(s) MUST be submitted Within Ten (10) Days from Receipt of Notice to Proceed

A	V	Name of DBE(**) Firm(s)	Scope of Work Detailed Description	Subcontract Amount	% of Total Contract

(If using more DBE firms, include them in separate notarized form)

Total $ Amount of DBE _____ Total % _____

I certify that these identified services and costs were quoted by the DBE firm(s). If awarded this contract, our firm _____ intends to enter into subcontract agreements with the DBE firm(s) listed for the services specified. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement or misrepresentation will result in appropriate sanctions under applicable Local, State or Federal laws.

_____ _____ _____

Signature of Authorized Representative Print/Type Name of Authorized Representative Date

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

_____ State of _____, My Commission expires _____.

Signature of Notary Public

[SEAL]

CBDP APPROVAL:

_____ _____

Signature Date

* Exclude all allowances

** These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date.

FOR CBDP USE ONLY: (A) $_____

(V) $_____ Total % _____

* Exclude all allowances

** These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date.

CBDP APPROVAL:

_____ _____

Signature Date

Form DBD-014PS **PLEASE SEE BACK FOR INSTRUCTIONS AND ADDITIONAL REQUIREMENTS** Rev. 11/12/02

COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE

COMMITMENT TO SUBCONTRACT TO *DBE* FIRMS FORM

ADDITIONAL INSTRUCTIONS/REQUIREMENTS

INSTRUCTIONS:

1. In accordance with the new DBE Regulations, 49CFR26, Milwaukee County is tracking Assigned (Race Conscious) Goals for DBEs and Voluntary Utilization (Race Neutral) of DBE firms. Information reported on this form will be used to periodically adjust Race Conscious and Race Neutral components of Milwaukee County's overall DBE goal.

2. For each DBE firm listed on this form, place an "X" in the appropriate column to indicate whether it will be used to meet Assigned [(A) Race Conscious Goal] and/or Voluntary [(V) Race Neutral Goal]. Any achievement above assigned goals should be reported as voluntary goal achievement. If you indicate that a DBE firm will be used to meet both Assigned (Race Conscious) and Voluntary (Race Neutral) goals, indicate the dollar amount attributable to assigned goals. DBE use to meet assigned goals is enforceable. It is important to report the use of DBEs on a voluntary basis since they count toward meeting the overall annual DBE goal. Failure to meet voluntary goals could result in an increase of assigned (Race Conscious) goals for future bids. Our objective is to capture all DBE achievement you generate.

3. If you have questions about filling out this form, please contact the CBDP Office at (414) 278-5210

ADDITIONAL INFORMATION/REQUIREMENTS:

1. **ALLOWANCES (Construction Related)**: During the course of this project you will be using portions of the Allowance, which was initially deducted from your contract when you figured out your DBE requirement. As the allowance is used on the project, it is to be added back into the total contract price. An exception would be if the allowance being used is such that the DBE(s) cannot handle any portion of the work, the total contract amount will remain the same. In this case, it is necessary for the prime contractor to contact CBDP office immediately by phone and provide the dollar amount involved and the reasoning for DBEs not being utilized. In addition, a follow-up letter documenting the information is required.

2. **CHANGE ORDERS**: Any prime contractor receiving additional work on the contract in the form of change orders, etc., will be expected and required to increase the amount of DBE participation proportionally. Any time you receive additional work of any type, the prime contractor is required to contact the CBDP office immediately.

3. **WRITTEN CONTRACTS WITH DBEs**: In order to avoid problems at a later date, CBDP Office requires that prime contractors enter into a contract (please send a copy to CBDP) with the DBE subcontractor(s), spelling out specifically the work to be accomplished and for the dollar amount specified in this form. Also included in the contract will be the method of retainage, which is to be based on the same percentage that will be retained by the County from the prime contractor's contract. When the County reduces the amount of retainage, a like reduction should be retained from the payment to the DBE. ***By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract*. VIOLATION OF THE TERMS OF THE AFFIDAVIT WILL BE GROUNDS FOR TERMINATION OF YOUR CONTRACT.**

4. **DBE UTILIZATION REPORTS**: A DBE Utilization Report must be submitted with each payment application for the previous period's activity, even if no activity took place during the period being reported. CBDP may request that payments be withheld to the prime contractor who is not in compliance.

5. **SUBSTITUTIONS, DBEs SUBCONTRACTING THE WORK, TRUCKING FIRMS**: The prime contractor must submit a written request for substitution, specifying the reason for the request. Approval must be obtained prior to making substitutions. Requirement to notify and obtain approval from the CBDP Division if DBE subcontractors will further subcontract out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the fee or commission will be counted for DBE crediting.

6. **PAYMENT APPLICATIONS**: DBE Utilization Reports (DBD-016PS form) must be submitted with each and every Payment Application including invoices. These reports must cover the period from the start of the project to the end of each period covered by payment applications being submitted, until the end of the contract when the last payment application is submitted. The department contract administrator will reject payment applications that are not in compliance with this section.

IF YOU HAVE ANY PROBLEMS OR CONCERNS, PLEASE CONTACT THE CBDP OFFICE AT (414) 278-5248

Consultant/service provider: _____ Project Title: _____

SUBCONSULTANT INFORMATION SHEET

Pursuant to Federal Regulations, Milwaukee County is required to collect information on sub-consultants submitting quotes to prime consultants/service providers that submit proposals on Milwaukee County projects. Provide the following information on both DBE and non-DBE sub-consultants bids and/or quotes. **Submit this information with proposal.**

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

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

NOTE: Information gathered on the background and financial status of firms is protected from disclosure.

DBD-02 Revised 11/28/11
'

SUBMIT WITH ALL YOUR
PAYMENT APPLICATIONS

DISADVANTAGED BUSINESS ENTERPRISE

PROFESSIONAL SERVICES "DBE" UTILIZATION REPORT*

NAME OF CONSULTANT_____TELEPHONE NO. ( )_____

ADDRESS_____CITY_____STATE_____(ZIP CODE)_____

PROJECT TITLE_____PROJECT #_____

TOTAL CONTRACT $ AMT_____ TOTAL CONTRACT PAYMENT YTD $_____ CONTRACT % COMPLETE _____

TOTAL DBE CONTRACT $ AMT_____TOTAL DBE PAYMENT YTD $_____ DBE % COMPLETE _____**

COUNTY PROJECT/CONTACT PERSON_____ TELEPHONE NO._____

REPORT FOR THE PERIOD FROM:_____TO:_____ 200_____ FINAL REPORT: ( ) Yes ( ) No

List Disadvantaged Business Enterprise firms utilized in connection with the above Project, either as sub consultants or suppliers in the last period.

NAME OF DBE FIRM	**SUB-CONTRACT $ AMOUNT**	WORK/SERVICE **PERFORMED**	**AMT. OF PAYMENTS THIS PERIOD**	**AMT. OF PAYMENTS TO DATE**	REMAINING **BALANCE**

Report prepared by:_____ Approved by:_____
(Name & Title)

*Directions for completion of report - see reverse side
**If the % DBE completion is less than the % contract completion, please attach an explanation as to why the DBE requirements are not being met at this time.

Form DBD-16 FORM Rev. 11/11

DIRECTIONS FOR COMPLETING THE "DBE" UTILIZATION REPORT

This report must be submitted with each payment application.

1. Prime consultant's registered company name.
2. Prime consultant's business telephone number.
3. Prime consultant's business address.
4. City in which prime consultant firm is located.
5. State in which prime consultant is located.
6. Zip code for prime consultant's place of business.
7. Name of County Project
8. Project number as stated in the Bid Announcements and Specifications.
9. Total dollar amount of contract awarded prime consultant by Milwaukee County.
10. Total dollar amount of payments to all employees, suppliers and all subconsultants to date.
11. County Project Manager/Contact Person with whom your firm coordinates the progress of the project.
12. Telephone number of the above County representative.
13. The period and year for which payments are being reported.
14. The line next to Final Report is to be checked only when the final payments have been made to all DBE subconsultants.
15. The name(s) of DBE firm(s) having received payment in the preceding month or period.
16. Total dollar amount of the work subcontracted to the listed firm(s).
17. The work or service performed by the listed DBE firm(s).
18. The dollar amount of payments made to each DBE subconsultant for the period being reported.
19. The total dollar amount paid to each DBE subconsultant to date (cumulative). As an example--if the report covers the first payment to a DBE subconsultant, the amounts listed in the last two columns would be the same; however, if previous payments had been made in preceding periods the columns would differ: the column "Amount of Payments for the Period" would show only the payment for the period being reported and the next column would show the subtotal of payments (cumulative) to each DBE subconsultant to date.
20. Remaining balance of the subcontract to the listed DBE firm(s).
21. Prime consultant's staff that actually prepared the report.
22. Prime consultant's officer or personnel authorized to review and approve the DBE Utilization Report.
23. Please mail this form to : CBDP Office, 2711 W. Wells Street, Room 807, Milwaukee, WI 53208

THIS REPORT MUST BE SUBMITTED EACH PAYMENT APPLICATION EVEN IF NO ACTIVITY TOOK PLACE DURING THE PERIOD BEING REPORTED

IF YOU HAVE ANY PROBLEMS OR CONCERNS WITH ANY DBE, CALL THE CBDP OFFICE AT (414) 278-5248

D-16 FORM

Rev. 11/28

MILWAUKEE COUNTY
COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE
PROFESSIONAL SERVICES DBE SUBCONSULTANT PAYMENT CERTIFICATION

”DBE” SUBCONSULTANT PAYMENT CERTIFICATION

This form must be attached to the final Certificate for Payment Request by Primary Contractor/Consultants

County Department Issuing Contract/Project _____

Contract/Project Title _____

DBE Firm: _____

Project No.: _____ **Project Name:** _____

***SECTION (A) DBE COMPANY COMPLETES IF FINAL PAYMENT HAS BEEN RECEIVED**

I hereby certify that our firm received $ _____ total payment for subcontract work on the above reference Milwaukee County project or contract.

Date _____, 200__.

***SECTION (B) BOTH PRIME CONTRACTOR AND DBE COMPANY COMPLETE IF FULL PAYMENT HAS NOT BEEN MADE TO DBE SUBCONTRACTORS AND A BALANCE REMAINS TO BE PAID.**

I hereby certify that our firm has paid to date a total of $ _____ and will pay the balance of $ _____ to _____ upon receipt of payment from Milwaukee County for subcontract work on the above referenced project.

Date _____, 200__

_____ _____
(Prime Contractor’s Signature) (Print Name &Title)

_____ _____
(DBE Subcontractor Signature) (Print Name & Title)

Form DBD-18 Revised 11/28/11

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES, ECONOMIC DEVELOPMENT DIVISION

COST & SCHEDULING SYSTEM REQUIREMENTS

GENERAL

SureTrak and Expedition are software packages produced by Primavera Systems, Inc. This software, in addition to Microsoft Project, is used by Milwaukee County.

Requirements According To Agreement Size

Schedule and control services using Sure Trak or Microsoft Project software are required for this project to the degree listed below:

A. For consultant services agreements with fees up to $50,000, Economic Development Division staff will enter schedule and control information on ECONOMIC DEVELOPMENT Division's contract management information system. Prime Consultant shall provide scheduling information requested by Economic Development Division according to the needs of the project.

B. For consultant agreements with a fee range from $50,000 to $500,000, Prime Consultant shall use Microsoft Project and provide scheduling information determined necessary by Economic Development Division according to the needs of the project. Milwaukee County will use Primavera Contract Manager for contract cost control.

C. For consultant services contracts over $500,000, consultant shall use Microsoft Project and provide scheduling information determined necessary by Economic Development Division according to the needs of the project. Milwaukee County will use Primavera Contract Manager for contract cost control.

SCHEDULE DEVELOPMENT

Before work begins, the Prime Consultant shall prepare a Baseline Schedule of the work scope in Critical Path Method form. The Owner will furnish an activity coding format to facilitate reports and graphics used in project management activities. The Prime Consultant shall submit the completed schedule for review and approval (cd disc format or electronic mail) by ECONOMIC DEVELOPMENT Division's project manager. The review will confirm the following: that the schedule is complete and reflects a realistic work plan; that the total schedule costs equal the contract values; that there is a defined, justifiable critical path with design activity durations subdivided into periods less than 20 working days or $10,000 value; that responsible parties are assigned; and that all the key project milestone dates are recorded. Owner approval of the Baseline Schedule is required before any pay request from the Prime Consultant can be processed.

The Consultant is responsible for information required to develop the schedule. Content includes work operations, sequencing, activity breakdown and time estimates. The Owner may require additional schedules or reports to verify timely completion of scheduled activities and project milestones.

On a monthly basis, the Consultant shall review the schedule and report on actual performance, i.e., the actual start and finish dates and durations, work performed since the last update, description of problem areas, delaying factors and their impacts, and corrective actions taken. The Prime Consultant shall also update the current schedule, identifying changes in network logic, work sequences and durations needed to meet contract requirements, and contract time adjustments, when authorized by the Owner. Each schedule update will be submitted to the Owner's project manager for approval on 3.5" discs or through electronic mail, concurrent with submittal of Consultant's monthly invoice for professional services. Pay applications will not be processed if updated schedule with all information required is not

submitted. Copies of approved schedule updates shall be distributed to other members of project teams with instructions to recipients to promptly report discrepancies and problems anticipated by projections shown in the schedule.

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES, ECONOMIC DEVELOPMENT DIVISION

COMPLETE LISTING OF SUBCONSULTANTS

(To Be Completed by Prime Consultant)

Date _____

Project Title _____

Project Number _____

Prime Consultant _____

In the execution of the subject Prime Consultant Agreement, I/We propose to use the following Subconsultant Firms/Individuals:

No.	Name of Firm, Address	Type of Service	Principal Contact
__	_____	_____	_____
__	_____	_____	_____
__	_____	_____	_____
__	_____	_____	_____
__	_____	_____	_____
__	_____	_____	_____
__	_____	_____	_____
__	_____	_____	_____
__	_____	_____	_____
__	_____	_____	_____

For Prime Consultant:

_____
Signature

_____
Name

_____
Title

_____

_____

For Milwaukee County
Department of Administrative Services
Economic Development Division:

Approved (No's): _____

REJECTED/RESUBMIT
(No's): _____

_____
Signature

_____
Name

_____
Title - Project Manager

_____
Date

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES, ECONOMIC DEVELOPMENT DIVISION

SUBCONSULTANT COMPLIANCE CERTIFICATION

Date _____

Project Title _____

Project Number _____

Prime Consultant _____

This is to certify that I/We:

_____
Name of Subconsultant

_____
Address

Shall provide the following Subconsulting Services to the above named Prime Consultant:

_____
Type of Services

We also certify, that if we are approved for this project, we shall be bound by all applicable terms and conditions - including "Audit and Inspection of Records" requirements - as listed for the Prime Consultant. No work will be started until we have an executed Agreement with the Prime Consultant incorporating all of the above requirements.

For Subconsultant:

_____
Signature

_____
Name

_____
Title

MILWAUKEE COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES
ECONOMIC DEVELOPMENT DIVISION

CONSULTANT AGREEMENT CLOSEOUT CHECKLIST

Consultant:
_____

Project: _____ Project No. _____

Agreement (contract) No. _____ Effective Date _____

C.B. File No. _____ Reference No. _____ Account No. _____
Type Agreement: A:___ B:___ (Annual) C:___ D:___

Consultant Selection Documentation in File ____ Yes ____ No

These deliverable items from the consultant must be in the ECONOMIC DEVELOPMENT DIVISION Project (JOB) File:

☐ A. Final Project Program Report (Sec. 3.1.3)
(scope of project as agreed by all parties)

☐ B. Final Estimate of Probable Costs

☐ D. Project Documents/Plans and Services

☐ E. Written recommendation as to Substantial Completion and final acceptance of the project (Sec. 3.6.2, 5.4.1.1)

☐ G. Final updated cost loaded schedule (Attachment "G-1")

☐ I. Operation and maintenance manuals and data (Consultant Approved)

☐ K. DBE Participation (Attach Approved Final Utilization Report): DBD-016PS
DBD-018PS

All of the above items applicable to this project have been submitted.

Prime Consultant Signature_____

County Project Manager Approval:_____ Date:_____

Score: _____

MILWAUKEE COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES
ECONOMIC DEVELOPMENT DIVISION

CONSULTANT EVALUATION FORM

Consultant Name: _____
Consultant P.M. _____
Project Title: _____
Project No.: _____Contract No: _____
Date of Evaluation: _____
Evaluation Form Completed By: _____

Basic Services Provided By the Consultant:
_____
_____
_____
_____

Please circle appropriate response

Performance Assessment:

I Quality of Work:

(4) Satisfied/Above Average
(3) Acceptable/Average
(2) Marginally Acceptable/Below Average
(1) Unacceptable

Comments:
_____
_____
_____

II Adherence to Schedule/Timeliness/Responsiveness:

(4) Satisfied/Above Average
(3) Acceptable/Average
(2) Marginally Acceptable/Below Average
(1) Unacceptable

Comments:
_____
_____
_____

III Budget Management/DBE Compliance:

(4) Satisfied/Above Average
(3) Acceptable/Average
(2) Marginally Acceptable/Below Average
(1) Unacceptable

Comments:
_____
_____
_____

Additional comments:
_____
_____

Composite Score = I + II + III / 3

IN WITNESS WHEREOF, This Agreement executed the date and year first above written.

FOR: **MILWAUKEE COUNTY**

_____ _____
Patrick Farley, Director Date
Department of Administrative Services

_____ _____
Brian Taffora, Director Date

Economic Development Division, DAS

REVIEWED AS TO INSURANCE REQUIREMENTS

_____ _____
Risk Manager Date

REVIEWED AS TO DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
Approved with regards
to County Ordinance Chapter 42

_____ _____
Freida Webb Date
Community Business Development Partners

Approved as to form and independent contractor status by Corporation Counsel

_____ _____
Kimberly Walker Date
Corporation Counsel

BY CONSULTANT

_____
Consulting Firm's Name

_____
Date

_____
Title

_____
Signature

_____
Witnessed by

_____

If Principal is a Corporation
IMPRINT CORPORATE SEAL

CB File No. _____