

DATE: APRIL 3, 2013

NO. _____

**REQUEST FOR PROPOSAL
FOR
CALVIN MOODY PARK COMMUNITY BUILDING
&
PARK RENOVATION**

**MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE
PROJECT NUMBER WP191-11437**



MOODY PARK RENOVATION



FIGURE 1

April 3, 2013

Ref. No. _____

All Interested Architectural/Engineering Consultants.

Project Title: Calvin Moody Park Community Building:
Project No.: WP191-11437 Design a New Community Building

Subject: **Request For Proposals (RFP) To Provide Professional Architectural and Engineering Design Services:**

Milwaukee County Department of Administrative Services is requesting proposals for professional consulting services to provide architectural planning, *design and consulting services necessary to construct a new community building, open air picnic structure, lighted parkways, Helios exercise station and improved green spaces for gathering and field sports in Calvin Moody Park in Milwaukee, Wisconsin. The project site is located at 2200 W. Burleigh Street, in Milwaukee, Wisconsin*

I. BACKGROUND

The scope of work will include the demolition of the 22,844 square foot brick masonry, indoor swimming pool facility, which was constructed in 1978, and adjacent wading pool. The demolition work will be done under a separate contract with Milwaukee County, and this work is anticipated to be complete in advance of the proposed contract to hire an Architect/Engineering Consultant per this RFP. After demolition is complete the following amenities will be installed: an outdoor splash pad with a small playground, a 3000 square foot community building, an open air picnic structure, lit parkways, a Helios exercise station, and improved green space for gatherings and field sports. The project will also include reconstruction of the parking lot and relocation of the lit basketball courts. Plantings will also be provided to buffer active areas in the park from abutting neighbors and space will be set aside for a community garden. The connections to both the Auer Avenue School and the COA Goldin Center will be improved, while access to parking will be moved from the adjacent alley to increase visibility. Milwaukee County staff envisioned a solution similar to the image in Figure 1 on the next page of this RFP. Figure 2 is a vicinity map of Calvin Moody Park in Milwaukee.

Your services will include Schematic Design through Construction Administration by way of this RFP. The objectives of this design project include the following:

- **Location:** Calvin Moody Park serves a residential neighborhood and is bound on the north by West Auer Avenue, on the south by West Burleigh Street, on the east by an alley one block west of North 21st Street, and on the west by an unnamed driveway east of North 24th Street.
- **History:** The Moody Park pool building closed in 2001 and over time it has become a rundown neighborhood nuisance that attracts vandals and promotes criminal behavior. Moody Park provides ample outdoor recreation areas for three full court basketball courts, a tennis courts, a baseball/softball field, as well as free-play areas. The park provides
- **Ownership and Departmental Jurisdiction:** Moody Park, under the direction of Mr. James Keegan, (Acting) Director, is owned, operated, and maintained by the Milwaukee County Department of Parks, Recreation and Culture.
- **Adopted Budget Item Reference:** WP191 Moody Pool Renovations

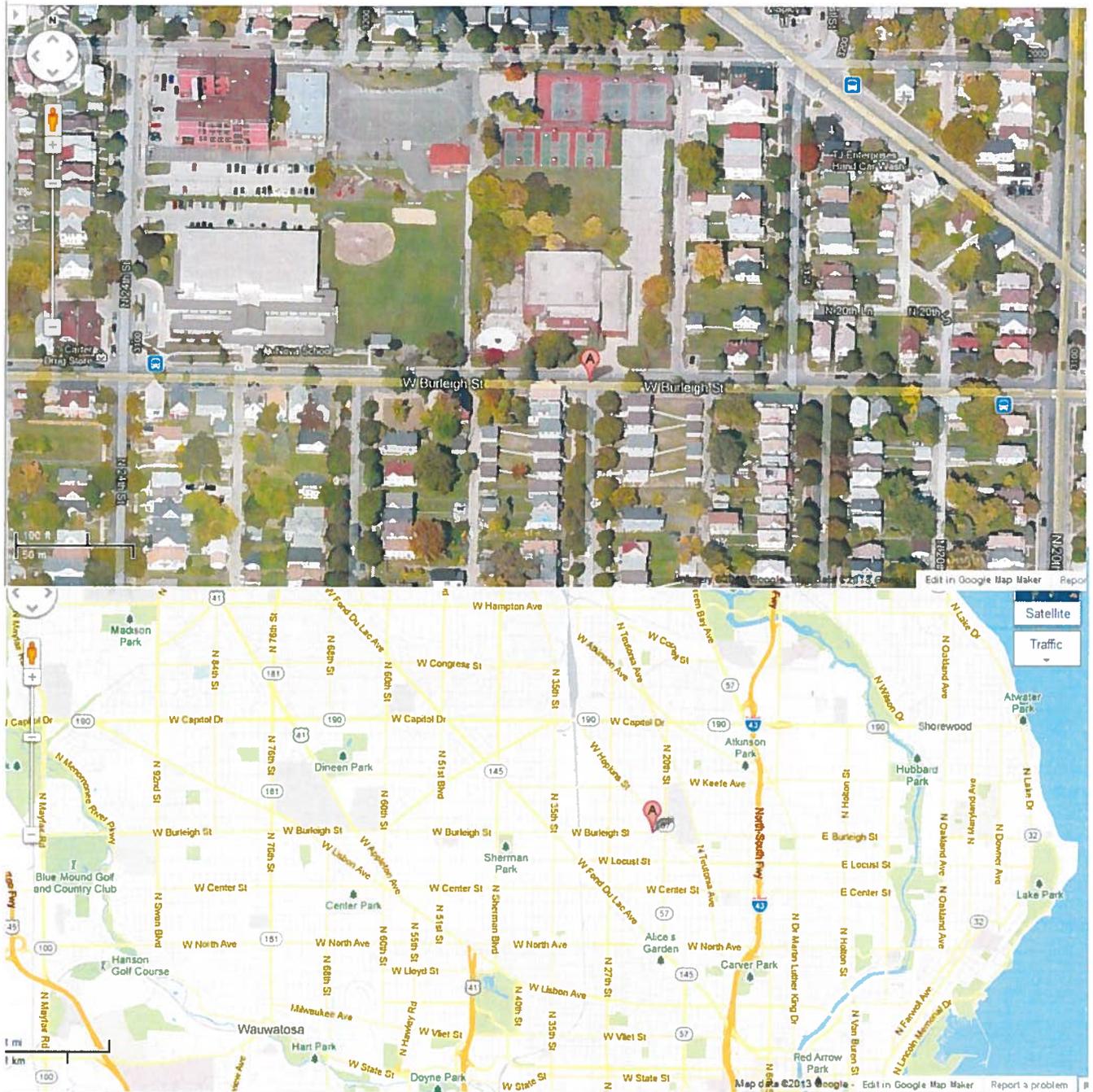


Figure 2 VICINITY MAP OF CALVIN MOODY PARK

MILWAUKEE COUNTY - CALVIN MOODY PARK

Department of Parks, Recreation and Culture

Ref.: O:\EXPDOCS\PROJECTS\P191\P191-11437 - Moody Pool\RFP\P191-11437 DESIGN RFP.docx

2200 W. Burleigh Street
Milwaukee, WI



Figure 3

View from W. Auer Avenue looking southeast at Calvin Moody Park. A residential neighborhood is located on the north side of W. Auer Avenue and east of the site on N. 21st Street.



Figure 4
View from northeast corner of W. Auer Avenue looking to the southwest at Calvin Moody Park overlooking existing tennis courts with Calvin Moody Pool Building on the horizon. To the north side of West Auer Avenue is a residential neighborhood served by this recreation center and park.



Figure 5

View from W. Burleigh Street looking west with Calvin Moody Park to the north. The pool building is scheduled to be raised by Milwaukee County before design work begins on a new community building and other renovations of the park. To the south of W. Burleigh Street is residential neighborhood served by Calvin Moody Park.

II. GENERAL PROJECT DESCRIPTION

- **Adopted Budget Narrative:** The proposed site for a new community building at 2200 West Burleigh Street in Milwaukee, WI was once the location of the Moody Pool Building, a 22,844 square foot brick masonry, indoor swimming pool facility, which was constructed in 1978. The building was closed in 2001 and became a target for vandalism and criminal activity that threatened the stability of the neighborhood. After numerous community meetings that included the Department of Parks, Recreation and Culture and County Board Officials a decision was made to demolish the dilapidated pool building and constructing a new 3,000 square foot community building. Accompanying the new community building will be the following: an outdoor splash pad with a small playground, an open air picnic structure, lit parkways, a Helios exercise station, and improved green spaces for gatherings and field sports. The project will also include reconstruction of the parking lot and relocation of the lighted basketball courts. Landscaping via plantings will be provided to buffer active areas in the park from abutting residences. Space will be set aside for a community garden. The project will also include reconstruction of the parking lot and relocation of the lit basketball courts. Plantings will also be provided to buffer active areas in the park from abutting neighbors and a space will be set aside for a community garden. The connections to both the Auer Avenue School and the COA Goldin Center will be improved, while access to parking will be moved from the adjacent alley to increase visibility.
- **Adopted Budget:** Estimated Construction Budget \$1,370,000
Estimated Total Project (*Including all anticipated soft and construction costs*) \$1,654,920
- **Project Administration:** This project is administered by the Department of Administrative Services-Facilities Management, Architecture, Engineering and Environmental Services Section in Milwaukee County. A project managing architect under the supervision of the county Principal Architect, will be responsible for manage all activities on this project.

III. SCOPE OF CONSULTANT SERVICES

1. General Requirements

Based upon the Schematic Design Phase solution, the Architect/Engineer will be responsible for the preparation of Construction Bidding Documents, Bidding, and Bid Negotiation assistance, and limited Construction Phase Services, which may include Shop Drawing review, review of manufacturer's materials and products submittals, review of samples, review of color selections and review of proposed substitution submittals from the Contractor.

The Architect/Engineer is required to assure the Owner that the result of the Contractor's work is in strict accordance with the plans and specifications, which are a part of the Contract Documents for Construction.

The Architect/Engineer shall revise the original Contract Documents, including the plans and specifications, as required, to produce Record Documents of the construction work, which will be given to the Owner after certification of Substantial Completion.

The successful Architect/Engineer shall provide all services as specified per the standard terms and conditions of the Milwaukee County Department of Administrative Services Consultant Agreement for Professional Services (Type A) (copy will be emailed upon request).

Attached, please find a copy of Milwaukee County Department of Administrative Services – Facilities Management - Stipulated Sum (Lump Sum) Standard Prime Consultant Agreement for Professional Services (Type “A” Agreement). The scope of services will be divided into the six (6) phases. In addition to the scope of basic services specified in Article 3: Basic Services of the attached Agreement for each of those six (6) phases, include the services below as a part of those basic services:

2. Basic Services:

- **Program Phase:** From interviews, research, and study of the Owner’s needs, the Architect/Engineer shall prepare a program and an estimate of probable construction costs for the project. Elements of the program shall include a full description of:
 - 1) Exterior and interior functional areas and spaces of the Project, with technical and equipment requirements on each;
 - 2) Consideration of opportunities to achieve LEED Certifications levels of sustainable design and construction methods and practices.
 - 3) Consideration of opportunities to incorporate public art into the project.
 - 4) Comparisons between existing and proposed facilities and systems;
 - 5) Diagrams to describe proposed circulation and relationships between functional areas and departments;
 - 6) Description of provisions for future changes and growth;
 - 7) Narrative of the rationale for proposed program and prioritized options to maintain project budget.

Upon completion of the written and approved Program, the Architect/Engineer shall submit three draft copies for Project Manager and Owner review. After review, the Consultant shall incorporate necessary corrections and additions into the Final Report and submit three copies to Owner for approval.

- **Schematic Design Phase:** The Architect/Engineer shall meet with the Department of Administrative Services – Facilities Management, the Department of Parks, Recreation and Culture [Owner]. Visit the project site and verify that the site survey, site program, and site analysis documents prepared by Milwaukee County Department of Administrative Services – Facilities Management-Architect/Engineering Section and the Department of Parks, Recreation and Culture are in reasonable compliance with existing site conditions.

Review and verify the design program provided by the Owners and revise or update the program as necessary to meet the Owners current needs and expectations for the new community building and picnic structure.

Prepare Schematic Design that meets the program requirements. The Schematic Design shall include as necessary, studies consisting of drawings and other documents illustrating the scale and relationship of the project components, including the envelope, structure, interior building finishes and materials as may be appropriate for a completed, operational, functioning building. Upon approval by the Owner of the Schematic Design documents and a Statement of Probable Construction Cost submitted by the Architect/Engineer, this phase of services will be complete.

- **Design Development Phase:** The Architect/Engineer shall prepare more detailed drawings and other data relating to building appearance and structure, mechanical and electrical systems, construction materials and finishes, and other essentials. The Architect/Engineer shall submit an updated Statement of Probable Construction Cost. When the Owner approves these documents, this phase will be complete.
- **Construction Documents Phase:** Prepare drawings and specifications describing, in technical detail, the construction contract work to be done – materials, equipment, workmanship, and finishes required for the civil, landscape, architectural, structural, mechanical and electrical work – and related site work, utility connections, and special equipment installations. The Architect/Engineer will also assist the Owner in preparing information for bidders, bidding, and proposed contract forms, should alternates, unit prices or other special conditions be applicable, and Conditions of the Contract covering responsibilities during construction. The Architect/Engineer will advise the Owner of any adjustments to previous Statements of Probable Construction Cost, as well. When the Owner approves these documents, this phase will be complete.
- **Bidding Phase:** Advise the project manager and the Owner about qualifications of prospective contractors. Assist, as may be required, in obtaining bids.
- **Construction Phase:**
 - 1) Prepare supplementary drawings
 - 2) Review the Contractor's Schedule of Values; review of fabricators' and suppliers' shop drawings, material samples and equipment, and other required submissions.
 - 3) Make periodic visits to the Project Site to review the progress and quality of Work to determine if the Work is proceeding in accordance with the Contract Documents.
 - 4) Review of the Contractor's applications for payment, determination that amounts invoiced are in reasonable agreement with schedule of values and invoiced amounts.

In addition to the documentation requirements for each phase of work as noted in the attached agreement for professional services, the Architect/Engineer will be required to provide a zip disk in Microsoft Word 2000 format, containing all relevant project documents they prepared during each phase of the project. Those documents will include all correspondence, transmittals, etc. to Milwaukee County, other agencies, and sub-consultants.

3. Quality Control

- Milwaukee County reserves the right to request partial or full reimbursement from consultants for change orders resulting from errors and omissions in the services they are contracted to provide.

4. Project Timetable:

The schedule shown below is based on the extent of basic design services up to Construction Administration:

- | | | |
|----|--------------------|--|
| 1. | Friday, 4/25/13 | RFP completed: |
| 2. | Thursday, 5/9/13 | Proposals due: |
| 3. | Monday, 6/3/13 | Select Architect/Engineer: |
| 4. | Wednesday, 6/19/13 | Architect/Engineer agreement signed and Notice to Start Issued |

-
- | | | |
|----|------------------|--|
| 5. | Thursday, 5/1/14 | Begin A/E Construction Administration: |
| 6. | 2/28/14 | Final deliverable dates, Print-ready documents |
| 7. | 5/2/14 | Anticipated Contractor Construction Start |
| 8. | 8/21/15 | Anticipated Construction Completion |

5. Pre-Proposal Meeting

Tuesday, 4/23/13 Mandatory Pre-Proposal Meeting, at 10:00 a.m. at City Campus Building
(2711 W. Wells Street, Room 252, Milwaukee, WI 53208)

IV RELEATED WORK BY OTHERS:

- Milwaukee County will provide topographic surveys of the project site as may be required by the Architect/Engineer to describe existing site conditions and determine proposed design and construction solutions.
- Milwaukee County will provide hazardous material removal if encountered on the project site.

V PROPOSED CONTENT:

Each proposal shall contain a description or information in the following areas:

- 1) **Cover:** Include project number and name, project location, proposal title (Proposal for Professional Services), Architect/Engineer's name(s), address(es), telephone number(s), FAX number(s), etc., proposal date, etc.
- 2) **Table of Contents:** Include a clear identification of the material by section and by page number.
- 3) **Letter of Transmittal:** Limited to two pages, briefly state the bidder's understanding of the service to be provided and a positive commitment to perform the services as defined in the RFP.
- 4) **Organization Description:** A brief description of the organization submitting the proposal. Include the name, size, legal status (corporation, partnership, etc.), professional registration / certification, major type of activity or areas of consulting. The organization must be licensed to operate in the State of Wisconsin. Include a copy of current license, certification or registration.
- 5) **Design team experience:** Prior experience in the design of small outdoor recreational facilities and inner-city neighborhood centered community buildings is very desirable. The Architect/Engineer(s) should have experience in similar types of projects as well as a track record in practicing sustainable design. Include a list of similar projects your organization has participated or worked on in the past five (5) years. Attach a separate sheet for each project, up to three (3) maximum, giving a brief description of each project and the organization's participation.
- 6) **Project Organization and Staff Experience:** Include an organizational structure of the project team, including the relationship of the sub-consultants to be used for this project. The name of the Principal-In-Charge of this project along with their Professional Architect(s) and Engineer(s) Registration Number(s) in the State of Wisconsin must be clearly indicated in this section of the proposal, along with the name, occupation and title of the Project Manager who will be in charge of this project. Provide a resume' for each individual involved in the project, and include their

name, title and/or duties for the project, professional registration, a brief description of their qualifications and related experience including time contribution in this capacity on past projects.

- 7) **Alternate Principal-In-Charge:** Include the name of a Alternate Principal-In-Charge in the event that the originally declared Principal In Charge is not able to fulfill their duties. Milwaukee County DAS-FM also reserves the option to select an Alternate Principal-In-Charge.
- 8) **Sub-Consultants:** Indicate the names and addresses of any sub-consultants and/or associates proposed in this project. State in what capacity they would be used and the approximate percentage of the total services they would provide. Also state their past experience in their area of expertise.
- 9) **Project Approach:** Provide a description of the architectural design, engineering, environmental, and public involvement problems you anticipate in this project and how you propose to overcome them.
- 10) **Scheduling:** Provide a bar chart form schedule indicating a sequenced, time table, with relationship, which are necessary to complete the project, based on the schedule as noted in Section IV - Project Schedule, of this RFP.
- 11) **DBE Requirements:** Milwaukee County's policy is to achieve twenty-five percent (25%) Disadvantaged Business Enterprise participation in the professional services work to be performed. The proposal must list names and addresses of the DBE firms used, the tasks performed by them and percentage of the work performed by them. The work must be done by certified DBE firms, with the goal of selecting work which will enhance and further the DBE's experience in the design through construction administration process. For assistance, contact the DBE office at 278-5248.
- 12) **Equal Opportunity Employer:** The Architect/Engineer and all associated consultant(s) must be an Equal Opportunity Employer. Proof of this must be indicated in that section of the Proposal.
- 13) **Fee Proposal:** The fee for this project shall be clearly stated as a lump sum for basic services as detailed in this document. Progress payments for those services will be made as stated in the attached professional services agreement. Include a copy of Attachment B-1" of the attached professional services agreement in this part of the proposal to indicate the direct salary rates, fixed overhead rates, etc. for any additional services that may be required.

VI PROPOSED SUBMISSION REQUIREMENTS AND FORMAT:

- The Proposal must be submitted by Thursday, May 9, 2013 at 2:00 P.M. to:
Milwaukee County Department of Administration-Facilities Management
Architecture, Engineering, and Environmental Services
City Campus Building
2711 W. Wells Street, Room 223.
Milwaukee, Wisconsin 53208
Phone: (414) 278-4870; FAX: (414) 223-1366; e-mail: TBD

Attention: Walter L. Wilson, FAIA, NCARB
Principal Architect

- Each envelope must be identified with the submission date, RFP number, project number and title, and name and address of the submitting party. Envelopes which are not properly identified or received after the time and date as noted in Section VIII - A, above will be rejected.
- Proposals must respond to each component as listed in Section VII - Proposal Content, in order as presented and in the form or format as requested. Each response must identify the heading and must respond entirely to each segment without reference to any other part of the Proposal.
- The proposal must be submitted in a single bound 8-1/2" X 11" document.
- In order to expedite the Agreement award process, each Prime Consultant is to completely fill in and include the attached Stipulated (Lump Sum) Standard Prime Consultant Agreement for Professional Services Type "A" Agreement. Insurance forms as required per the agreement will be required from the successful consultant only. This is to be included in the Fee Proposal envelope.

VII PROPOSAL EVALUATION / CONSULTANT SELECTION:

See section XV of the attached Milwaukee County Proposal Preparation, Submission and Evaluation Guidelines for the evaluation criteria. Proposers must recognize this is not a bid procedure, and a Professional Services agreement will not be awarded solely on the basis of the low fee proposal. Milwaukee County reserves the right to accept or reject any and all proposals, issue addenda, request clarification, waive technicalities, alter the nature and/or scope of the proposed project, request additional submittals, and/or discontinue this process.

- A. Proposals will be evaluated and ranked on the following criteria:
- | | |
|--|-------|
| 1) Quality and responsiveness to the RFP: | 20%. |
| 2) Project approach and understanding, including strategy to perform requested work and time schedule: | 35%. |
| 3) Qualifications and Experience Prime Consultant | 20%. |
| 4) Fee and hourly rates: | 10%. |
| 5) Qualifications/Experience of DBE Consultant | 15%. |
| <hr/> | |
| Total: | 100%. |
- B. The evaluation team will be made up of three (3) to five (5) individuals with technical knowledge of the requirements, and familiarity with the project.
- C. Selection of the Consultant(s) will be made entirely on the basis of the items requested in the RFP and as addressed in the Proposals.
- D. The evaluation may include an interview of a short list of up to three (3) finalists.

However, an award may be made without this interview. The interview will be evaluated 40% on the previous qualification rating, as well as fee and the response to the project requirements.

VIII GENERAL REQUIREMENTS

1. The successful consultant and/or any contractor affiliated with the prime consultant shall be prohibited from submitting bids in the construction bidding process for this project.
2. Bidders shall follow Milwaukee County Code of Ethics as follows: No person(s) with a personal financial interest in the approval or denial of a Contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any County official who has approval authority over that Contract during its consideration. Contract consideration shall begin when a Contract is submitted directly to a County department or to an agency until the Contract has reached final disposition, including adoption, County Executive action, proceeding on veto (if necessary) or departmental approval.
3. The successful consultant must be an Equal Opportunity Employer.
4. The proposal shall conform with 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 is the only official method through which interpretation, clarification or additional information will be given.
5. All costs attributed to preparing a proposal, attending the pre-proposal meeting, attending a selection interview, if required, or supplying additional information requested by Milwaukee County, is the sole responsibility of the submitting party. Material submitted will not be returned.
6. The proposal must be submitted in a single bound 8-1/2" x 11" document.
7. With the signing and submission of a statement or proposal the submitting consultant certifies that the standard terms and conditions of the Agreement for Professional Services (that will be used to contract with the selected consultant) has been read and understood and that the submitting consultant is ready, willing and able to sign the agreement when requested without making any substantive changes.

IX MISCELLANEOUS

- 1). Milwaukee County reserves the right, at its sole discretion, to reject any or all proposals, issue addenda, request clarifications, waive technicalities, alter the nature and / or scope of the proposed project, request submittals, and / or discontinue this process.
- 2). Milwaukee County will be not be responsible for oral interpretations given by Milwaukee County employees, representatives, or others that commit the County to influence the outcome of the selection process.
- 3) All proposals should use this RFP and its attachments as the sole basis for the proposal.
- 4) The issuance of a written addendum and the pre-submission meeting are the only official methods through which interpretation, clarification or additional information will be given.
- 5) Proposals will not be opened in public.

-
- 6) This is an RFP, not a bid. Therefore, Milwaukee County is not bound to accept the lowest fee for professional services as the basis for selection.
 - 7) All costs and/or expenses for preparing a proposal, attending the selection interview, if required, or supplying additional information requested by Milwaukee County, is the sole responsibility of the submitting party.
 - 8). All materials submitted will not be returned.
 - 9). Questions regarding this RFP shall be directed in writing to: Attention: Walter L. Wilson, FAIA, NCARB, Principal Architect at the address, FAX number or email address below.

Milwaukee County Dept. of Administrative Services-Facilities Management
Architecture, Engineering & Environmental Services
City Campus Building
2711 W. Wells Street- Room 223
Milwaukee, Wisconsin 53208
Tel.: (414) 278-4870. Fax: (414) 223-1366
Internet Email: TBD
Attention: Walter L. Wilson, FAIA, NCARB,
County Architect

Sincerely,



Walter L. Wilson, FAIA, NCARB
County Architect

Attached as follows

:

- 1) Project Location Map (1 page)
- 2) Proposal Preparation, Submission and Evaluation (5 pages)
- 3) Consultant Proposal Form (1 page)
- 4) Milwaukee County Dept. of Public Works - Stipulated Sum (Lump Sum) Standard Prime Consultant Agreement for Professional Services (Type "A" Agreement)

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES-FACILITIES MANAGEMENT
ARCHITECTURE, ENGINEERING & ENVIRONMENTAL SERVICES SECTION

PROJECT:

(Project title as adopted in the budget) & (project number as assigned by Cost Schedule Analyst)

CONSULTANT PROPOSAL

I. **BASIC SERVICES** (Include services of all needed subconsultants)

LUMP SUM OR ACTUAL COST - "NOT TO EXCEED" fee:

\$ _____

(_____)

II. **REIMBURSABLE EXPENSES**

ACTUAL COST : \$ _____

(_____)

III. **ADDITIONAL SERVICES** (Include services of all needed subconsultants)

ACTUAL COST - "NOT TO EXCEED" fee:

\$ _____

(_____)

IV. **PRINCIPAL IN CHARGE**

Name of Principal _____

Architect or Engineer's Registration No. in Wisconsin _____

Other Registration No. In Wisconsin _____

Flat hourly rate for principal _____

Participation of Disadvantaged Business Enterprises is waived for this project.

Firm Name

Authorized Signature

Title

Date

ATTACHMENT 1
PROJECT VICINITY MAP

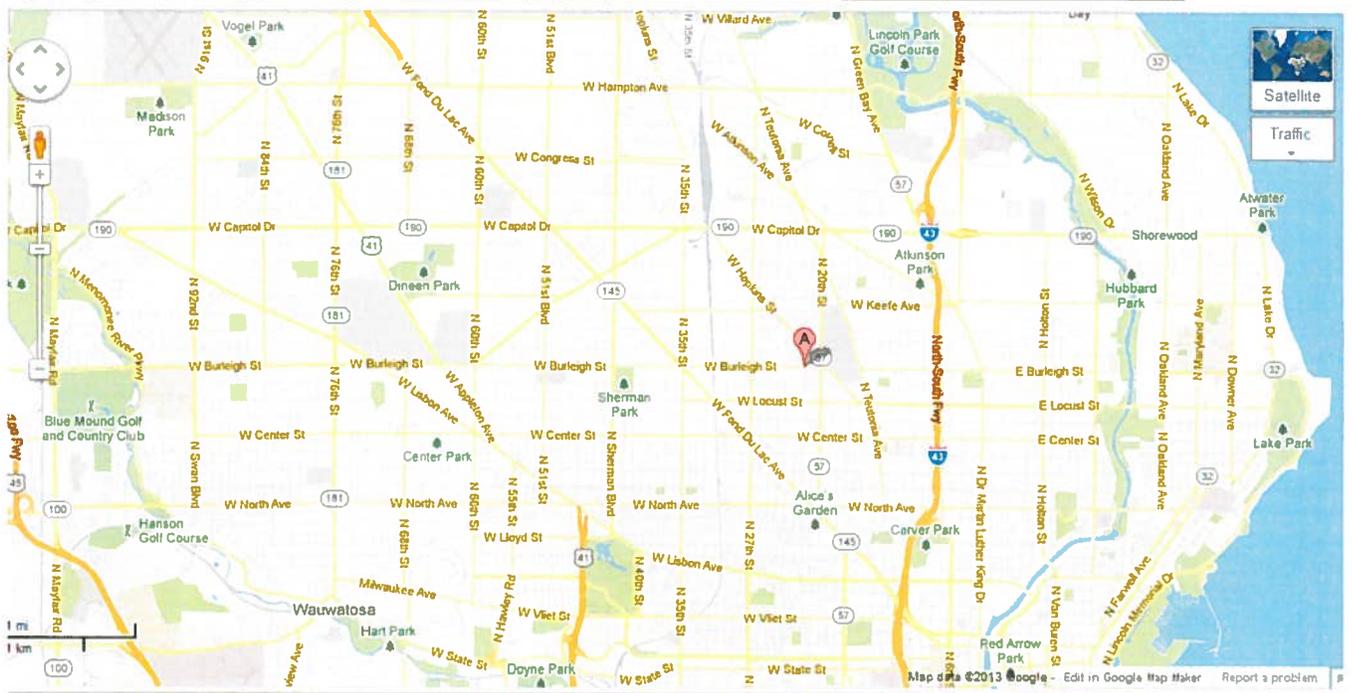


Figure 2.0 VICINITY MAP OF CALVIN MOODY PARK

MILWAUKEE COUNTY - CALVIN MOODY PARK

Department of Parks, Recreation and Culture
2200 W. Burleigh Street
Milwaukee, WI

ATTACHMENT 2
PROJECT LOCATION MAP



Figure 2.1 LOCATION MAP OF CALVIN MOODY PARK

MILWAUKEE COUNTY - CALVIN MOODY PARK

Department of Parks, Recreation and Culture
2200 W. Burleigh Street
Milwaukee, WI

ATTACHMENT 3

MILWAUKEE COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES
TYPE A STANDARD AGREEMENT

ATTACHMENT 4

PROPOSAL PREPARATION, SUBMISSION AND EVALUATION GUIDELINES

PROPOSAL PREPARATION, SUBMISSION & EVALUATION

I. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of this RFP must request it in writing no later than seven business days before the last date for submission of proposals. Requests should be directed to the individual in charge at the address listed in the RFP. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the RFP, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

II. Complete Proposals

Proposals shall represent the best efforts of the offerors and will be evaluated as such. Proposals must set forth full, accurate, and complete information as required by this section and other sections of this RFP.

III. Unnecessarily Elaborate Proposals

Brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as unnecessarily elaborate and an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive paper and binding, and expensive visual and other presentation aids are neither necessary nor desired. Concise and clear proposals are sought.

IV. Retention of Proposals

All proposal documents shall be retained by the County and therefore, will not be returned to the offerors. The County will not pay for preparation of proposals or for proposals that are retained by the County.

V. Examination of Proposals

Offerors are expected to examine the Site, Statement of Work and all instructions and attachments in this RFP. Failure to do so will be at the offeror's risk.

VI. Legal Status of Offeror

Each offeror must provide the following information in its proposal:

- A. Name of the offeror;
- B. Whether offeror is a corporation, joint venture, partnership (including type of partnership), or individual;
- C. Copy of any current license, registration, or certification to transact business in the State of Wisconsin if required by law to obtain such license, registration, or certification. If the offeror is a corporation or limited partnership and does not provide a copy of its license registration, or certification to transact business in the State of Wisconsin, the offeror shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- D. Copies of any current license, registration or certification required in RFP;
- E. If the offeror is a partnership or joint venture, names of general partners or joint venturers.

VII. Organization of Offeror

Each proposal must further contain a chart showing the internal organization of the offeror and the numbers of regular personnel in each organizational unit.

VIII. Offerors Authorized Agent

Each proposal shall set forth the name, title, telephone number, and address of the person authorized to negotiate in behalf of the offeror and contractually bind the offeror, if other than the person signing the proposal.

IX. Price Schedule Submission

Offerors are to submit prices for each item identified in the Proposal. Offers for services other than those specified will not be considered. The prices set forth in the schedule will be used for evaluation purposes and for establishing a contract price. Milwaukee County reserves the right to accept or reject any and all Proposals.

X. Certification and Representations

Offerors shall return with their proposal resumes and any other documents as may be requested in the RFP.

XI. Signing of Offers

The offeror shall sign the proposal and print or type its name on the form. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the County.

XII. Proposal Guarantee

By submitting a proposal the offeror guarantees that it will keep its initial offer open for at least 60 days.

XIII. Acknowledgement of Amendments

Offerors shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment or by letter or telegram including mailgrams. The County must receive the acknowledgment by the date and time specified for receipt of offers. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

XIV. Late Proposals and Modifications and Withdrawals of Proposals

Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered.

XV. Proposal Evaluation Criteria

Following a list of general criteria which will be used to evaluate the proposals:

CRITERIA

- a. Quality and responsiveness to the RFP. Weight: 20%
- b. Project approach and understanding, including strategy to perform requested work and time schedule. Weight: 35%.
- c. Qualifications and experience of Prime Consultant. Weight: 20%
- d. Fee and hourly rates. Weight: 10%.

-
- e. Qualifications/Experience of DBE Consultant: 15%

XVI. Staffing

Consultant shall provide, at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of Owner.

The offeror must describe his or her qualifications and experience to perform the work described in this RFP. Information about experience should include direct experience with the specific matter and similar facilities. Areas of expertise of each proposed staff member shall be provided (i.e., engineering, economics, architecture, planning). Specific examples of similar or related projects previously conducted shall cite:

- Name of client organization
- Name, address, and current telephone number of client contact person
- Contract number and inclusive dates
- Contract amount

Offeror shall provide the following information for every resume:

- Full name
- Title and areas of specialty
- Affiliation (that is, staff of offeror or subconsultant)
- Experience directly related to the proposed project
- Education/training
- Individual personnel hours and percentage of total project time which will be devoted to the proposed project in total and broken down by task. (See suggested matrix below)
- Resumes shall be included for all personnel expected to work on the project. Only resumes of staff or subconsultant staff employed by or under contract with the firm as of the date of proposal submission are to be included.

TASK	NAME OF EMPLOYEE 1	NAME OF EMPLOYEE 2	ETC.....	EXPENSES	SUB TASK	TASK TOTAL
	HOURLY RATE W/OH	HOURLY RATE W/OH	ETC.....		TOTAL	
DESCRIPTION						
1. TASK 1	Number of Hrs/Task	Number of Hrs/Task				
2. TASK 2						
3. TASK 3						
4. TASK 4						
5. TASK 5						
6. TASK 6						
TOTAL HOURS						
TOTAL COST						
% OF TIME						

TOTAL FEE

ATTACHMENT 5
CONSULTANT PROPOSAL

MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES – FACILITIES MANAGEMENT
ARCHITECTURE, ENGINEERING & ENVIRONMENTAL SERVICES SECTION

PROJECT:

CONSULTANT PROPOSAL

I. BASIC SERVICES (Include services of all needed subconsultants)

A. "LUMP SUM" or "ACTUAL COST" fees: \$
(_____)

II. PRINCIPAL IN CHARGE

Name of Principal

Architect or Engineer's Registration No. in Wisconsin

Flat hourly rate for principal

Participation of Disadvantaged Business Enterprises at the rate of ___ will be required.

Firm Name

Authorized Signature

Title

Date

ATTACHMENT 6

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
INSTRUCTIONS & FORMS

ATTACHMENT A

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

1. The successful contractor/service provider shall comply with CFR 49 Part 23 and 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 contracts with a DBE goal. In accordance with this Milwaukee County policy and USDOT requirements, the contractor/service provider shall ensure that DBEs have an opportunity to participate in this contract.

During Solicitation Process

2. The Milwaukee County Office of Community Business Development Partners (CBDP) will make the determination that a contractor/service provider has made a good faith effort (GFE) to achieve the established DBE participation goal by doing either of the following:
 - a. Show evidence that it has met the DBE participation goal by submitting a complete ***Commitment to Subcontract with DBE Firms (DBD-014 form)*** with their proposal; or
 - b. Documents that it made good faith efforts to meet the DBE participation goal, even though it did not succeed in achieving it. In this case, the contractor/service provider must submit the ***Certificate of Good Faith Efforts (DBD-001 form)*** and all relevant documentation with their proposal.
3. Contractors/service providers should note that for the purpose of determining compliance with DBE requirements, only DBEs that have been certified by the State of Wisconsin Unified Certification Program (UCP) prior to the proposal due date may be listed on the ***Commitment to Subcontract with DBE Firms*** form and counted towards the DBE requirements. If you need assistance related to certified DBE firms, contact CBDP at (414) 278-4747.
4. The efforts employed by the contractor/service provider should be those that one could reasonably expect to be taken if the contractor/service provider 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, which provides guidance regarding GFE).
5. In the event CBDP determines that the contractor/service provider has failed to meet the GFE requirements, the contractor/service provider is entitled to appeal this determination. The provisions of 49 CFR §26.53(d) apply to such an appeal. A request for administrative

* 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.

reconsideration must be sent within three (3) calendar days of receiving written notice of the failure to meet the GFE requirement. The request should be sent to:

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

6. Contractor/service provider must submit with its proposal, the *Subcontractor/ Subconsultant/Supplier Information Sheet (DBD-002 form)* and a complete *Commitment to Subcontract with DBE Firms (DBD-014 form)*. In the event the contractor/service provider is not able to meet the DBE goal, a complete *Certificate of Good Faith Efforts (DBD-001 form)* and all relevant documentation must be submitted with the proposal in addition to the aforementioned forms.
7. When evaluating a contractor/service provider's proposed DBE commitment (**DBD-014 form**), Milwaukee County reserves the right to request any documentation from both the contractor/service provider and the listed DBE subcontractors. If the information requested is not submitted by the contractor within the time specified for such submission, Milwaukee County may determine the contractor/service provider to be non-responsive and thereby remove them from further consideration for contract award.

Following Contract Award

8. The contractor/service provider 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 Reports (DBD-016 form)*, and other forms as directed. Failure to submit forms and reports as prescribed herein, may result in delay of payments, or other sanctions deemed appropriate by the County, including those listed under Section (9), below.
9. When evaluating the performance of this contract after contract execution, Milwaukee County reserves the right to conduct compliance reviews and request, both from the contractor/service provider and DBE subcontractor(s), documentation that would indicate level of compliance. If the contractor/service provider is not in compliance with the specifications, the County will notify the contractor/service provider in writing of the corrective action that will bring the contractor/service provider into compliance. If the contractor/service provider 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/service provider from the list of qualified consultant/service providers and refuse to accept future 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/service provider.

- d. If the contractor/service provider 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/service provider 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/service provider, 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.
10. **DBE Contract Goal:** Contractor/service provider shall utilize DBE firms to a minimum of the specified DBE contract goal. The DBE participation goal relative to contract award shall be based upon the approved *Commitment to Subcontract with DBE Firms (DBD-014 form)*. Contractors/service providers receiving additional work on the contract, e.g., change orders, addendums, etc., shall be expected to increase DBE participation proportionally.
11. Contractor/service provider shall be credited for expenditures to DBE firms toward the requirements, if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed certified DBE firm. CBDP, through the application of 49 CFR §26.55(c) will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
12. Contractor/service provider is required to notify CBDP if their DBE subcontractors will further subcontract out work on this project. Credit will be given based on actual participation by DBE firms.
13. Listing a DBE on the *Commitment to Subcontract with DBE Firms* form shall constitute a written representation and commitment that the contractor/service provider 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/service provider will enter into a subcontract agreement with the DBE firm(s) listed on the Commitment to Subcontract with DBE Firms form for the work and price set forth thereon. This agreement must be submitted to CBDP within seven (7) days from the *Notice to Proceed*.
14. Contractor/service provider must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, or if the contractor/service provider has a problem in meeting the DBE goal, or any other problem relative to the DBE goal requirement, the contractor shall immediately contact CBDP at (414) 278-5248. If needed, contractor must submit a written request for substitution, including the reason for the request and the log. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the contractor.

15. DBE Utilization Reports/Payment Request After Contract Award. A ***DBE Utilization Report (DBD-016 form)*** must be submitted with each payment request by the contractor/service provider after contract award. This report must cover the period from the start of the project to the end of the period covered by the payment request being submitted or the period since the last payment request. The report must be submitted even if no DBE activity took place during the period being reported. The County Project Manager/Administrator will reject payment requests that are not in compliance with this section.
16. Final Payment Verification. The contractor/service provider must submit the ***DBE Payment Certification (DBD-018 form)*** and the final ***DBE Utilization Report*** along with their Final Payment Request. The County Project Manager/Administrator will not process the Final Payment Request if these reports are not submitted.
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.



MILWAUKEE COUNTY

COMMUNITY BUSINESS DEVELOPMENT PARTNERS

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

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.
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 receiving additional work on the contract, e.g., change orders, addendums, etc., shall be expected to increase DBE participation proportionally.

DURING SOLICITATION PROCESS

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.
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.
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).
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

* 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.



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COMMUNITY BUSINESS DEVELOPMENT PARTNERS

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 CDBP within seven (7) days from receipt of the **Notice to Proceed**.
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 CDBP at (414) 278-4747.
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

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.
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, CDBP 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 CDBP 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



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COMMUNITY BUSINESS DEVELOPMENT PARTNERS

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

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

Disadvantaged Business Enterprise (DBE) Bid/Proposal Submission Requirements Checklist

- **Submit with your Bid/Proposal** the Subcontractor/Subconsultant/Supplier Information Sheet (DBD-002 form), and the Commitment to Subcontract with DBE Firms (DBD-014 form); or, if the goal is not attained, a Certificate of Good Faith Efforts (DBD-001 form) and all relevant documentation for Good Faith Effort determination.
- DBE utilization credited towards satisfying the desired level of DBE participation on this project is calculated using the following criteria, and is further described in 49 CFR §26.55:
 - One hundred percent (**100%**) of expenditures to DBE firms if all of the identified scope of work has a **commercially useful function in the actual work of the contract** and is performed directly by the listed certified DBE firm. A DBE firm cannot subcontract work to non-DBE firms and must perform the work with its own forces to be considered as performing a commercially useful function. CBDP will determine whether or not the firm is performing a commercially useful function.
 - One hundred (**100%**) percent for **all work performed by the DBE subcontractor with its own forces**. If a DBE further subcontracts a portion of its work to another firm, the value of the subcontracted work will only be credited if performed by another DBE firm. The prime contractor will be given credit for the cost of materials and supplies obtained by the DBE for their work on the contract. The prime contractor will also be given credit for the cost of leasing equipment, provided the DBE subcontractor does not lease the equipment from the prime contractor or its affiliates.
 - One hundred percent (**100%**) of the **expenditures to DBE manufacturers**. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises goods from raw materials, or substantially alters the materials or supplies obtained by the contractor.
 - Sixty percent (**60%**) of the **expenditures for materials or supplies purchased from a certified DBE regular dealer**, i.e., business that sells from available inventory or stock on-hand. Brokers are not regular dealers.
 - One hundred percent (**100%**) for the **fees or commissions charged for assistance in the procurement of materials and supplies, i.e., brokered deals**. A prime contractor shall also be credited with one hundred (**100%**) percent for **fees or transportation charges for the delivery of materials or supplies by a DBE to a job site**, provided that the County determines that the fee is reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies will not be credited.
 - DBE credit will be given based on actual payments to DBEs for their services on this project.
- In calculating the bid, **prime contractors must demonstrate that they have secured actual costs from DBEs for subcontracting work in anticipation of bid award.**
- **Listing a DBE on the Commitment to Subcontract with DBE Firms form shall constitute a written representation and commitment that the prime contractor 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 prime contractor will enter into a subcontract agreement with the DBE firm(s) listed on the Commitment to Subcontract with DBE Firms 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.
- **Only DBEs that are certified, i.e., listed on the Wisconsin Uniform Certification Program Directory, prior to the bid opening will be counted towards satisfying the desired level of DBE participation on this project.** WI UCP Directory = www.county.milwaukee.gov/cbdp – click on “Certified Vendor List” on the left side of the page, click on “WisDOT Unified Certification Program Directory of Certified DBEs” link. **For further assistance please use the contact information listed below.**

DBE TRUCKING COMPANIES MUST USE THEIR OWN TRUCKS (OWNED/LEASED) FOR DBE CREDIT APPROVAL



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

ADDITIONAL INFORMATION/REQUIREMENTS:

1. This form is to be completed by the bidder/proposer (Bidder/Proposer Commitment section) and the intended DBE contractor (DBE Affirmation section) for inclusion in the bid/proposal submission.
2. The Directory of Certified DBE firms eligible for credit toward the satisfaction of this project's DBE goal will be found at the following link, and can be searched by Name and/or NAICS code.
<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
3. **ALLOWANCES:** 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 should remain the same. In this case, it is necessary for the prime contractor/consultant to contact CDBP 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.
4. **CHANGE ORDERS:** Any prime contractor/consultant receiving additional work on the contract, e.g., change orders, addendums, etc., is required to increase the amount of DBE participation proportionally. Any time you receive additional work of any type, the prime contractor/consultant is required to contact CDBP.
5. **WRITTEN CONTRACTS WITH DBEs:** CDBP requires that prime contractors/consultants enter into contract, directly or through subcontractors, with the DBE(s) specifying the work to be completed and the dollar amount as indicated in this form. Agreements must be submitted to CDBP within 7 days of receipt of the Notice To Proceed. ***By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract. VIOLATION OF THE TERMS OF THIS AFFIDAVIT IS GROUNDS FOR TERMINATION OF YOUR CONTRACT.***
6. **SUBSTITUTIONS, DBEs FURTHER SUBCONTRACTING WORK, TRUCKING FIRMS:** The prime contractor/consultant must submit written notification of desire for substitution to the DBE affected, and forward a copy to CDBP, specifying the reason for the request. Any DBE so notified has five (5) business days to provide written objection/acceptance to the prime making the notification. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by CDBP (Refer to 49 CFR §26.53). **Approval must be obtained from CDBP prior to making any substitutions.** DBE contractors are also required to notify and obtain approval from CDBP when further subcontracting out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the commission or fee will be counted for DBE crediting.
7. **REQUESTS FOR PAYMENT:** Contractor/Consultant must indicate on the Continuation Sheet the work being performed by DBEs by either a) placing the word "DBE" behind the work item or b) breaking out the work done by DBEs at the end of the report. Prime contractor/consultant shall notify DBEs of the date on which they must submit their invoices for payment.
8. **DBE UTILIZATION REPORTS:** A DBE Utilization Report (DBE-16) must be submitted with each request for payment for the period's activity, even if no activity takes place during the period being reported. **Payments will be withheld from all prime contractors/consultants not in compliance.**

If you have any questions or concerns related to Milwaukee County's DBE Program, please contact
Mark Phillips / mark.phillips@milwcnty.com / 414.278.5104

