

MILWAUKEE COUNTY

Department of Transportation

REQUEST FOR QUALIFICATIONS
FOR

General Mitchell International Airport - MKE
Master Plan Update
Notice # 7253

PROJECT NO. A176-TBD

General Mitchell International Airport
5300 South Howell Ave.
Milwaukee, Wisconsin 53207

Reissued: October 5, 2017



**REQUEST FOR QUALIFICATIONS
PROFESSIONAL AIRPORT PLANNING SERVICES
AIRPORT MASTER PLAN
GENERAL MITCHELL INTERNATIONAL AIRPORT**

Milwaukee County is seeking a qualified consulting firm/team to provide professional airport planning services for the update of a Master Plan for General Mitchell International Airport (MKE).

I. BACKGROUND

General Mitchell International Airport (MKE) is classified by the Federal Aviation Administration (FAA) as a Medium Hub airport that serves the Milwaukee Metropolitan area and surrounding urban, suburban and rural communities of Southeastern Wisconsin and Northern Illinois. The airport is used for air carrier operations, cargo operations, corporate operations, general aviation operations, and the Wisconsin Air National Guard 128th Air Refueling Wing. The airport has five runways: two air carrier runways (7R-25L, 1L-19R), one general aviation runway used for intermittent relief of air carrier operations (13-31) and two general aviation runways (7L-25R, 1R-19L).

II. GENERAL PROJECT DESCRIPTION

The Milwaukee County Department of Transportation, Airport Division seeks to update the existing Master Plan. The final product will be a comprehensive planning document that will be used to guide and shape future improvements at MKE.

The most recent update to the Master Plan was started in 2000. Since that time there have been several changes to both MKE's facilities and operations and the FAA requirements for master plans. The existing Airport Layout Plan (ALP) was recently updated to reflect changes to FAA airfield geometry design standards put forth in Advisory Circular 150/1300-13A. These changes to the ALP have been submitted to the FAA for final review. This ALP will need to be reviewed and modified where needed and incorporated into the master plan.

It is the intent of this project to complete a Master Plan update (including updated ALP drawings) that reflects accurate existing conditions and depicts future airport development. This process will involve several reviews by, and the final approval of, Milwaukee County, General Mitchell International Airport, the Wisconsin Bureau of Aeronautics and the Federal Aviation Administration.

- III. SCOPE OF CONSULTANT SERVICES:** The selected consultant shall provide all of the services required by the standard terms and conditions of the Milwaukee County Professional Services Contract. A sample copy of the standard agreement has been included as Attachment 4. Following the selection of the most qualified consultant, a full scope of services and list of deliverables will be developed during the negotiation of the professional services agreement.

The Project will be funded by Federal Aviation Administration (FAA) grants, as part of the Airport Improvement Program (AIP). Therefore, the Project shall be conducted in accordance with FAA Advisory Circulars (AC) and other applicable federal, state, and local requirements including but not limited to AC 150/5070-6 (Airport Master Plans), AC 150/5300-13 (Airport Design), AC

150/5300-16 (Aeronautical Surveys), AC 150/5300-17 (Remote Sensing Technologies in Airport Surveys), and AC 150/5300-18 (Geographic Information System (GIS) Standards). All tasks will be required to meet the current version of the FAA publications at the time of project scoping.

The anticipated services for the Master Plan will include those typically performed during an airport master planning process, as outlined in FAA Advisory Circular 150/5070-6B (Airport Master Plans). Where possible, information and data gathered as part of the MKE Electronic Airport Layout Plan (eALP) project, pavement management program and other previously completed airport and local/regional studies shall be used to reduce the scope of work and the time required to complete the Project.

The scope of work will include, but is not limited to, the following:

- a. Existing conditions – create an inventory of:
 - Airport Facilities (airside and landside)
 - Aviation Activity
 - Environmental Issues
 - Land Use, Zoning, and Other Local & Regional Planning Studies
 - Roads and Ground Traffic
 - Utilities
 - Sustainability Initiatives
- b. Aviation Forecasts – Update forecasts for:
 - General Aviation Activity
 - Air Carrier Activity
 - Cargo Activity
 - Military Activity
- c. Facility Requirements – Assess the ability of the existing airport, both airside and landside, to support the forecasted projections of passenger and aircraft activity. Identify the demand levels that will require facility additions or improvements and estimate the extent of new facilities that may be required to meet that demand including, but not limited to, building infrastructure, utilities and evaluating land assets.
- d. Alternatives Development and Evaluation – Identify options to meet projected facility requirements and alternative configurations for each major component of the master plan. Assess the expected performance of each alternative against a wide range of evaluation criteria, including its operational, environmental, and financial effects. Based on this assessment, provide recommended development alternatives and the requirements for their implementation. Some alternatives should focus on enhancing/maximizing revenue producing opportunities. Alternatives should also address short (5 year), medium (10 year) and long range (20 year) facility requirements.
- e. Environmental Considerations – Determine the environmental requirements necessary to move forward with each project in the recommended development program.

- f. **Airport Layout Plan** – Provide full electronic and hardcopy Airport Layout Plans and a Narrative Report depicting the phased development plan in the near-term, medium-term and long-term development of MKE. Review the current airport layout and the proposed ALP for conformance with FAA advisory Circular 150/5300-13A, Airport Design. This will include updating the eALP to reflect the proposed development identified in the study and reconciliation of the eALP with MKE’s “Exhibit A” property map.
- g. **Facilities Implementation Plan** – Provide a description of the recommended improvements, estimated implementation requirements and related development costs to be used in the development of a capital improvement plan.
- h. **Financial Feasibility Analysis** – Identify the financial plan for MKE and the means by which MKE can finance the projects recommended in the master plan. Demonstrate the financial feasibility of each project or program element. Assess the ability of the existing airside, landside, and parking facilities to support the forecasted demand through the next 20 years. Identify the demand levels that will require the need for facility enhancements and estimate the extent of the new facilities that will be required to meet that demand. Provide a comprehensive Capital Improvement Plan (CIP) that prioritizes and stages proposed development over 5, 10, and 20-year planning horizons to meet the identified needs and provide the business case for these improvements. Demonstrate the financial feasibility of the CIP.
- i. **Facility Condition Assessment** – Provide an architectural/engineering assessment of existing facilities to determine remaining useful life, replacement value and anticipated capital improvements required over the 5, 10, and 20-year planning horizon.
- j. **Sustainability** – The sustainability component of the Master Plan should focus on the environmental aspects of capital improvement projects, including their financing, design, construction, and operations from a comprehensive policy level. Sustainability recommendations should be useful tools that guide, not constrain, decision-making. Evaluate possible sustainability initiatives that, if implemented, would result in reduced energy consumption and/or environmental impact from normal airport development and operation.
- k. **Community Outreach/Stakeholder Input Facilitation** – Since the long range development of MKE will have an effect on the surrounding community, opportunities for public involvement throughout the process will be critical to the success of this Project. A Master Plan Stakeholder Advisory Committee with broad representation will likely be formed to provide Master Plan input and will be facilitated by MKE staff in coordination with the Master Plan consultant. Typical input will be on a quarterly basis or at other appropriate intervals/milestones in the process. MKE also anticipates conducting periodically public outreach workshops in order to communicate progress and gather feedback from a broader audience. Finally, the consultant will use innovative, digital tools, in addition to the mitchellairport.com website, during the Master Plan study.

IV. QUALITY CONTROL

- a. 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.

V. PROJECT SCHEDULE

- a. **10/23/2017** Last date for submittal of questions
- b. **10/26/2017** Publication of final addendum, if required
- c. **10/30/2017** Qualifications Statements Due by 2:00 PM CST
- d. **11/10/2017** Notification of Short List of Consultants
- e. **11/16/2017 – 11/17/2017** Consultant Interviews
- f. **11/28/2017** Selection Committee Selects Consultant
- g. **11/28/2017 – 12/12/2017** Finalize Scope of Work, Fee, and Schedule with Consultant
- h. **12/15/2017** Processing of Professional Consultant Contract

- VI. RELATED WORK BY OTHERS:** The selected consultant shall use existing MKE studies and data, which will be made available during the final scoping and negotiations. The Master Plan Update should also take into consideration pertinent information of the following recently completed, or ongoing, studies:

- a. ALP Update / Geometry Modifications to Meet AC 150/5300-13A (*Final draft currently with FAA for approval*). This update was primarily focused on geometry updates of movement area pavements and did not involve capacity calculations or forecasting.
- b. Sustainability Management Plan (*Final Draft Scheduled for completion September 2017*)
- c. International Terminal Feasibility Study
- d. Central Terminal Plan (Consolidated Checkpoint)
- e. Wisconsin Air National Guard 128th Air Refueling Wing Installation Development Plan
- f. 2016 Pavement Management Report
- g. FAR Part 150 Noise Compatibility Study

- VII. SUBMISSION REQUIREMENTS:** The qualifications statement shall conform to Milwaukee County's Qualification Preparation, Submission and Evaluation Guidelines (see Attachment 3). The qualifications statement shall include the following information:

- a. **Cover Page:** Include the project number and name, notice number, project location, consultant's name, address, telephone number, FAX number, e-mail address, proposal date, etc.
- b. **Letter of Transmittal:** The name and description of the organization submitting the proposal and a statement of the proposer's understanding of the services that will be provided.
- c. **Table of Contents:** Include an identification of the material by section and page number.
- d. **Description of the Organization:** A description of the organization submitting the proposal; including the name, size, legal status (corporation, partnership, etc.), professional registration/certification, and major type of activity or areas of consulting.

- e. **Project Approach:** Provide a statement that indicates an understanding of the project requirements, a description of the proposed approach, and the challenges you anticipate in this project and how you propose to overcome them. Include a brief discussion of the tasks, steps, and methodology the firm will use to accomplish the work described in Section III above. Discuss how you plan to staff the project in order to efficiently complete the work.
- f. **Description of the Organization's Experience:** Include a list of similar projects on which the consultant has performed similar and related work during the past five years. Attach a separate sheet for each project, up to ten maximum, and provide a brief description of each project, the consultant's role and the extent of its participation, and a client contact reference and phone number. Provide a list of Five (5) references that can be contacted with questions regarding the consultant's past work.
- g. **Description of Project Team/Resumes:** Provide an organizational description of the consultant's project team, including any sub-consultants that will be used for this project. Include the name of the Principal in Charge of this project along with the name, occupation and title of the Project Manager who will oversee this project.

Provide a one-page resume for each person involved in the project and include a name, title, address, telephone number, e-mail address, fax number, duties for the project, professional registration, a brief description of related experience (including time contribution in this capacity to past projects).

- h. **Sub-Consultants:** Identify the names and addresses of all sub-consultants and/or associates who will be used on this project. State the capacity in which each will be used and the approximate percentage of the total services they are expected to provide. Also, state experience in the field for each such person or firm.
- i. **DBE Participation Plan:** This project will have a DBE goal of 17%. Submit a statement describing how this goal will be met.

Contact the Community Business Development Partners Office at 414-278-4747 or cbdp@milwaukeecountywi.gov with questions related to DBE requirements.

- j. **Scheduling:** Provide an overview bar chart schedule that describes the sequence, time table, and relationship of tasks necessary to complete the project. Include a statement that the proposed schedule can be met.
- k. **After a consultant is selected based on its qualifications statements and interviews, the following project elements will be negotiated:**

- i. *Project Scope:* The consultant, in conjunction with airport stakeholders, will collaborate on a fully defined scope of services and complete list of project tasks.
- ii. *Project Schedule:* Based on final project scope and task list, the selected

consultant will provide a final timetable and a list of tasks necessary to complete this project.

- iii. *Fee Proposal:* The selected consultant must provide a spreadsheet/matrix listing the names, classifications, hourly rates and hours to be spent by each required task to complete the tasks decided upon in the scope finalization. The fee proposal shall include consultant overhead and proposed profit rates. The fee for this project shall be clearly stated as an actual cost not-to-exceed fee for these services. A list of reimbursable items and dollar amount for reimbursable items shall also be clearly stated. A form will be provided by Milwaukee County. **DO NOT INCLUDE THIS INFORMATION WITH THE STATEMENT OF QUALIFICATIONS, IT SHOULD BE SUBMITTED AFTER INTERVIEWS AND CONSULTANT SELECTION.**
- iv. *DBE Participation Confirmation:* The Disadvantaged Business Enterprise participation goal for this project/contract is 17%.

VIII. CONSULTANT SELECTION

- a. The selection of a consultant for the award of this project will be qualifications-based subject to a mutual understanding of the scope of services and a negotiation of a fair and reasonable fee. The statement evaluation team will be made up of three to five individuals with technical knowledge of the requirements and familiarity with the project. Depending on the number and quality of the qualifications statements, Milwaukee County may decide to conduct interviews of a short-list of consultants. The evaluation team may select up to five consultants to attend an interview, which, if required, will be held between 11/16/2017 and 11/17/2017. The interview will be evaluated based on the composition of the project team, the team's experience and qualifications, the consultant's understanding of the project, and the consultant's overall presentation.

After evaluation of proposals and following the interviews (if needed) the consultant selection committee will score and rank the consultants. Negotiations will follow with the highest-ranked consultant in order to fully define the scope of work and to reach an agreement on a fair and reasonable fee. If an agreement cannot be reached with the highest-ranked consultant, then negotiations will be entered into with each succeeding and qualified consultant until an acceptable agreement can be reached.

Milwaukee County reserves the right to accept or reject any or all statements, to issue addenda, request clarification, waive technicalities, alter the nature and/or scope of the proposed project, request additional submittals, and/or discontinue this process at any time.

Milwaukee County will post this RFQ, as well as any addenda and other information related to this project to the Milwaukee County website:

<http://county.milwaukee.gov/ConstructionBidsandR23075.htm>

The consultant should consider information on this website to be part of the official RFQ. Please check the site frequently in order to allow time for qualifications statement preparation. Milwaukee County will not post responses within two days of the proposal due date.

- b. The selection of a consultant to provide professional services for this project will be based upon the following criteria:
 - i. Qualifications of the firm/team and project manager for the specific type of work required for this project including the firm's resources and availability. (25 points)
 - ii. Previous experience and client references of the team for updating Master Plans at airports similar to MKE. (25 points)
 - iii. Previous experience and client references of the project manager for updating Master Plans at airports similar to MKE. (25 points)
 - iv. Understanding of the requirements of the project, the project's potential challenges and the airport's concerns. (25 points)
 - v. DBE involvement – the goal for this project is 17 percent.

IX. GENERAL REQUIREMENTS

- a. Each submitting consultant shall follow the Milwaukee County Code of Ethics. 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.
- b. The selected consultant must be an Equal Opportunity Employer.
- c. All Statements of Qualifications should use this RFQ and its attachments as the sole basis for the submission of its Statement of Qualifications. The issuance of a written addendum is the only official method through which interpretation, clarification or additional information will be given.
- d. All costs associated with the preparation of 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.

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- e. The proposal must be submitted in a single bound 8-1/2" x 11" document.
- f. With the signing and submission of a statement of qualifications, 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.

Submit six (6) copies of the proposal, including one original, sealed in an envelope or equivalent, no later than 10/30/2017 by 2:00 p.m. CDT. In addition, each Respondent shall submit one complete soft copy of the response on a USB Flash Drive in a portable document format (PDF).

Clearly state the following on outside of the sealed package:

Statement of Qualifications: Airport Master Plan (MKE)

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The proposals shall be addressed and submitted to:

Milwaukee County Clerk
Courthouse – Room 105
901 North 9th St
Milwaukee, WI 53233

Proposals submitted by telephone, fax, or email will be rejected.

Please direct questions about this RFQ to:

Kim M. Berry, A.A.E., Airport Planning Manager
General Mitchell International Airport
5300 South Howell Ave.
Milwaukee, WI 53207
kberry@mitchellairport.com

Attachments:

1. Project Location Map
2. Background Information
3. Qualification Statement Preparation, Submission and Evaluation Guidelines
4. Sample Contract (**TO BE SUBMITTED AFTER QUALIFICATION SELECTION**)
5. DBE Instruction and Forms (**TO BE SUBMITTED AFTER QUALIFICATION SELECTION**)
6. Statement of Qualifications Score Sheet

ATTACHMENT 1
PROJECT LOCATION MAP

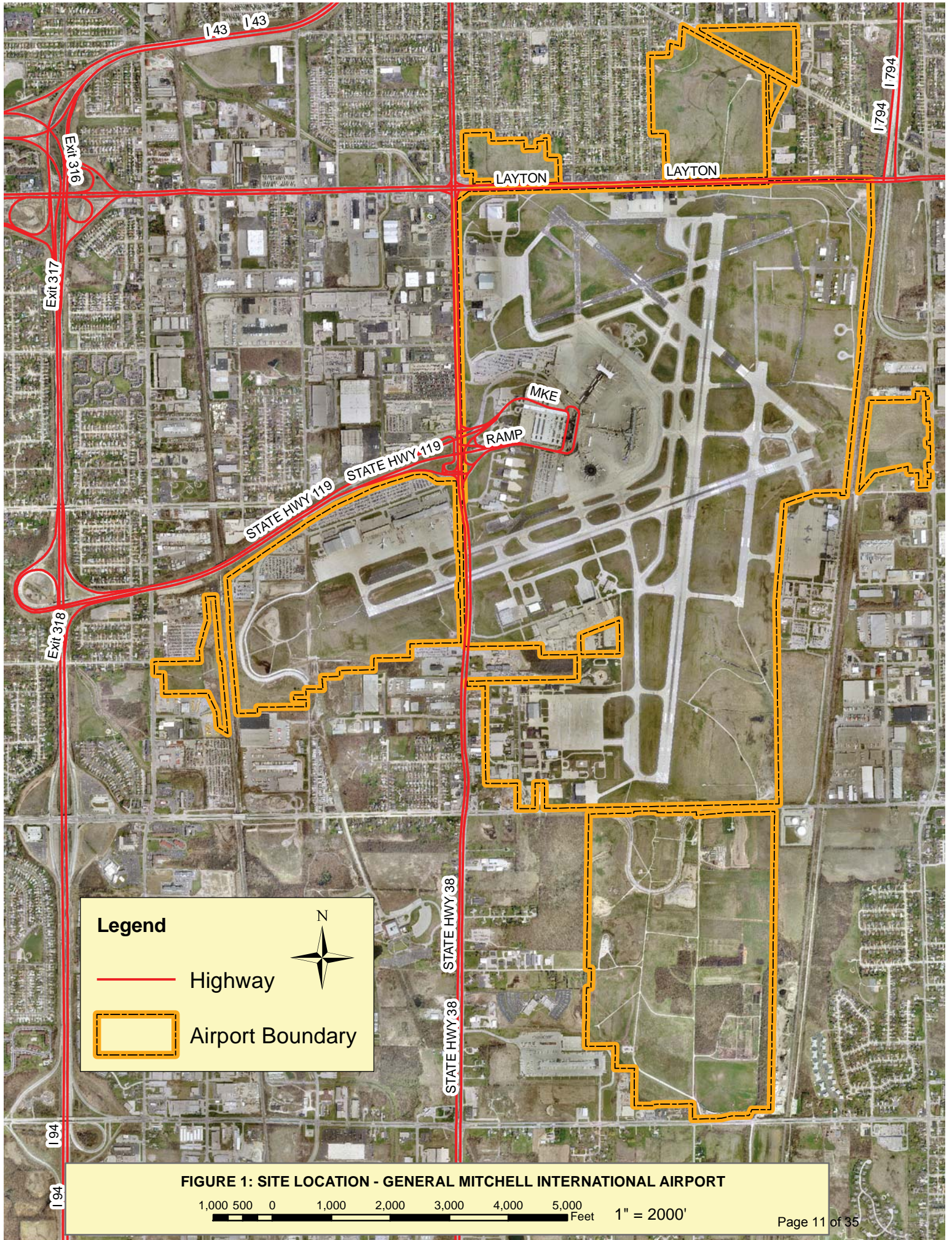


FIGURE 1: SITE LOCATION - GENERAL MITCHELL INTERNATIONAL AIRPORT

1,000 500 0 1,000 2,000 3,000 4,000 5,000 Feet 1" = 2000'

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ATTACHMENT 2
BACKGROUND INFORMATION

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BACKGROUND INFORMATION

The following background information is available for review prior to submitting RFQ:

1. Current Master Plan:
 - a. General Mitchell International's Current Master Plan can be viewed at this website:

<https://www.mitchellairport.com/airport-information/airport-projects/master-plan-update>

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ATTACHMENT 3

QUALIFICATION STATEMENT PREPARATION, SUBMISSION GUIDELINES

QUALIFICATION PREPARATION, SUBMISSION

1. Explanation to Prospective Consultants

Any prospective consultant desiring an explanation or interpretation of this RFQ must request it in writing no later than the date shown in the RFQ project schedule. Requests should be directed to the individual in charge at the address listed in the RFQ. Any information given to a prospective consultant concerning a solicitation will be furnished promptly to all other prospective consultants as an amendment to the RFQ, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective consultants.

2. Complete Statements

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

3. Unnecessarily Elaborate Statements

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 consultant'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 statements are sought.

4. Retention of Statements

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

5. Examination by Consultants

Consultants are expected to examine the project location, scope of services, project objective and all instructions and attachments in this RFQ. Failure to do so will be at the consultant's risk.

6. Legal Status of Consultant

Each consultant must provide the following information in its statement:

- a. Name of the consultant;
- b. Whether consultant 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 consultant 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 consultant shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- d. If the consultant is a partnership or joint venture, names of general partners or joint ventures.

7. Late Statements and Modifications and Withdrawals of Statements

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

8. Organization of Consultant

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

9. Consultants Authorized Agent

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

10. Staffing

Consultant shall provide, at its own expense, all personnel required in performing the services under this agreement.

The consultant must describe his or her qualifications and experiences to perform the work described in this RFQ. 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 (IE engineering, economics, architecture, planning). Specific examples of similar or related projects previously conducted shall cite:

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

Consultant shall provide the following information for every resume:

- Full name
- Title and areas of specialty
- Affiliation (that is, staff of consultant or sub consultant)
- Experience directly related to the proposed project
- Education/training
- Resumes shall be included for all personnel expected to work on the project. Only resumes of staff or sub consultants staff employed by or under contact with the firm as of the date of proposal submission are to be included.

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ATTACHMENT 4
SAMPLE CONTRACT

PROFESSIONAL SERVICES CONTRACT

This Contract between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called "County"), represented by (name, title and organization unit) and _____ (hereinafter called "Contractor") for _____ is entered into on _____, 201__.

1. SCOPE OF SERVICES

(Format A to be used when a proposal and/or request for proposal specifies the tasks to be performed.)

Contractor shall specifically perform all of the tasks and achieve the objectives set forth in its proposal, dated _____, 201__, which is attached hereto as Exhibit ____ and incorporated herein by reference, and the County Request for Proposal, dated _____, 201__, which is attached hereto as Exhibit ____ and also incorporated herein by reference. If there is a variance between Contractor's proposal and the County's request for proposal, the latter shall be controlling, unless otherwise provided for in writing.

(Format B to be used when Contract will specify tasks to be performed.)

Contractor shall specifically perform all of the tasks set forth in Project Scope, attached hereto as Exhibit _____.

(The following paragraph should be used with both format A and format B)

This Contract consists of the following spell out number (#) documents listed below in the order of precedence that will be followed in resolving any inconsistencies between the terms of this Contract and the terms of any Exhibits, Schedules, or Attachments thereto:

- a) This Professional Service Contract;
- b)
- c)
- d)
- e)
- f)

2. STAFFING

(Particularly important when the services of specific employees are essential to perform the tasks being contracted for.)

Contractor's employees are to be assigned to the project and work the approximate hours listed below:

<u>Name</u>	<u>Position</u>	<u>Est. Hours</u>	<u>Billing Rate</u>
1.			
2.			
3.			
4.			

Contractor shall not replace [**List name(s) and position(s)**] without the prior approval of the County. If the successor to said [**List name(s) and position(s)**] cannot be mutually agreed upon, the County shall have the right to terminate this Contract upon thirty (30) days' notice. Any replacement of other listed personnel shall be by persons of equal qualifications, which shall be attested to by Contractor. The [**List name(s) and position(s)**] shall be required to give this contractual obligation top priority.

Contractor represents that its employees and subcontractors possess the necessary skill, expertise, and capability, including sufficient personnel with the necessary qualifications, to perform the services required by this Contract. Contractor shall provide, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of, or have any other contractual relationship with, the County. (If clerical support is to be provided by the County, indicate from what source and estimated number of person hours, if possible, as well as restriction of time of day, if any.)

3. OFFICE SPACE AND OTHER SUPPORT TO BE PROVIDED BY COUNTY (Optional)

The County hereby agrees to make available, without charge to Contractor, office space and (list other items such as office furniture, office equipment and photocopying) needed by Contractor for the performance of its services agreed to within this Contract.

4. DATES OF PERFORMANCE

Contractor shall begin work within _____ days after execution of this Contract, which work shall be completed on or before _____, 201_____.

5. COMPENSATION

Contractor shall be compensated for work performed on an hourly basis at the billing rates listed in section 2 of this Contract. Any out-of-pocket expenses shall not exceed \$_____. The total compensation to Contractor for services performed under the Contract shall not exceed \$_____ unless agreed to by the County in writing. State Prompt Pay Law, Section 66.285, does not apply to this Contract. As a matter of practice, the County attempts to pay all invoices in 30 days. If no disputes arise, and the invoice has not been paid 60 days after it was received by the County, Contractor may file a claim for _____% (annual rate) on amounts not paid after the 60th day. _____ percent (____%) of each billing will be retained by the County, and paid upon Contractor's satisfactory completion of all terms of the Contract.

6. BILLING

Contractor shall provide the County with monthly billings, which shall include, but not be limited to, the following:

- A. Name of employee
- B. Dates and hours worked
- C. General task performed
- D. Detail of out-of-pocket expenses, indicating their purpose such as telephone, travel, hotel, graphic reproduction, postage, etc., for these expenditures provided for in the Contract.
- E. Per Milwaukee County Ordinance 42.06(4), a DBE or ACDBE utilization report shall be submitted with all payment requests. Copies of the utilization reports and payment requests shall be forwarded

to the CBDP office for review. Final payment requests shall be accompanied with a signed affidavit verifying that the DBE and/or ACDBE requirement has been met, either at the prime or subcontracted level.

- F. Community Business Development Partners (CBDP) is responsible for designing, implementing, monitoring and enforcing Milwaukee County's Targeted Business Enterprise (TBE) Program, in compliance with County Ordinance and Federal Regulation. Reporting is accomplished from collection of data in the Diversity Management and Compliance System, utilizing B2GNow software. Contractors are required to report payments received and paid to subcontractors in the system. There is no cost to the Prime or any subcontractor, the only requirement is to become a registered user and complete the one hour webinar training.

7. TAXES

The County is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by Contractor should be without such taxes.

8. REPORTS (Optional)

Contractor shall provide written progress reports to County on a (weekly, biweekly, monthly, quarterly basis). At the completion of the Contract, Contractor shall provide (number) copies of the final report. This Contract provides for Contractor to make (number) oral presentations concerning the final report at times selected by County.

9. OWNERSHIP OF DATA

Upon completion of the work or upon termination of the Contract, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out this Contract shall be provided to and become the exclusive property of the County. Therefore, any reports, information and data given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of County.

No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of Contractor.

10. AUDIT AND INSPECTION OF RECORDS

Contractor shall permit the authorized representatives of the County, after reasonable notice, to inspect and audit all data and records of Contractor related to carrying out this Contract for a period up to three years after completion of the Contract. The prime consultant must obtain prior written County approval for all sub-consultants and/or associates to be used in performing its contractual obligations. There must be a written contractual agreement between the prime consultant and its County approved sub-consultant and/or associates which binds the sub-consultant to the same audit contract terms and conditions as the prime consultant.

11. AFFIRMATIVE ACTION

Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Contractor assures that it will require that its covered sub-organizations provide assurances to Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as re-created by 14 CFR Part 152, Subpart E, to the same effect.

12. DISADVANTAGED BUSINESS ENTERPRISE

Contractor shall comply with the County Ordinance 42 and CFR 49 part 23, which have an overall goal of Seventeen percent (17%) participation of certified disadvantaged, minority and/or women business enterprise (DBEs) on professional service contracts. In accordance with this, Contractor shall ensure that DBEs have the maximum opportunity to participate in this project. The specific goal for this project is _____ spell out _____ percent (_____%).

13. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS

In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity and expression, age, ancestry or nationality, political or religious affiliation, creed, or disability, which shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by the County setting forth the provisions of this nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing this Contract.

Contractor agrees to strive to implement the principles of equal employment opportunities through an effective Affirmative Action program, and has so indicated on the Equal Employment Opportunity Certificate attached hereto as and made a part of this Contract. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, in all divisions of Contractor's workforce, where these groups may have been previously under-utilized and under-represented. Contractor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of the section are committed during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

14. INSURANCE

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with Contractor. Contractor may effect and maintain any insurance coverage, including, but not limited to, Workers Compensation, Employer's Liability and General, Contractual, Professional and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Workers' Compensation laws or other insurance provisions.

Evidence of Worker's Compensation and General and Automobile Liability insurance shall be given the County by a certificate naming the County as an additional insured on general and automobile coverages and affording a thirty (30) day written notice of cancellation, non-renewal, or known material change for the duration of this Contract.

15. INDEMNITY/INSURANCE

CONTRACTORS/CONSULTANTS INDEMNIFICATION AND PROFESSIONAL LIABILITY INSURANCE

INDEMNITY

Contractor/Consultant agrees to the fullest extent permitted by law to indemnify, defend and hold the County harmless, including its agents, officers and employees, from and against all loss or expense, including costs and attorneys fees, by reason of claims made under worker's compensation law and/or liability for damages or loss including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor/Consultant, or its agents which may arise out of or are connected with the activities or operations of Contractor/Consultant covered by this Agreement, including any claim or award of damages arising out of U.S. patent, trademark or copyright infringement, all without the County waiving any governmental immunity or other right available to the County under Wisconsin Law.

Contractor/Consultant shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. Patent or Copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this agreement.

INSURANCE

Contractor/Consultant shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as required and approved by the County Director of Risk Management and Insurance. Acceptable proof of such coverages shall be furnished to the Director of Risk Management and Insurance prior to services commenced under this agreement.

Contractor/Consultant shall provide evidence of the following coverages and minimum amounts.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation	Statutory; Waiver of Subrogation
Employer's Liability	\$100,000/\$500,000/\$100,000
Commercial or Comprehensive General Liability	
General Aggregate	\$1,000,000 Per Occurrence
Bodily Injury & Property Damage	\$1,000,000 Aggregate
Personal Injury	\$1,000,000 Per Person
Contractual Liability	\$1,000,000 Per Occurrence
Fire Legal Liability	\$50,000 Per Occurrence
Professional Liability	
Errors & Omissions	\$1,000,000 Per Occurrence
Refer to paragraph A.2. for additional conditions	
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned and/or hired	
Uninsured Motorists	Per Wisconsin requirements

Milwaukee County, as its interests may appear, on Comprehensive General Liability and Automobile Liability, shall be named as an additional insured for General, Automobile, Garage Keepers Legal and Environmental Impairment Liability, as respects the services provided in this agreement. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A thirty (30) day written notice of cancellation, non-renewal, or material change shall be afforded to the County.

The insurance specified above shall be placed with an AA+ rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by the County Director of Risk Management and Insurance as a condition of this agreement. Waivers may be granted when surplus lines and specialty carriers are used.

A Certificate of Insurance shall be submitted for review to the County for each successive period of coverage for the duration of this agreement.

A.1. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS

Contractor/Consultant shall evidence satisfactory compliance for Unemployment Compensation and Social Security reporting as required by Federal and State laws.

A.2. PROFESSIONAL LIABILITY – ADDITIONAL PROVISIONS

Contractor/Consultant agrees to provide additional information on their professional liability coverages 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; discover clause conditions, and effective, retroactive and expiration dates, to the County Director of Risk Management and Insurance as may be requested to obtain approval of coverages as respects this section.

It is understood and agreed that coverages which apply to the services inherent in this agreement will be extended for two (2) years after completion of all work contemplated in this project if coverage is written on a claims-made basis.

Contractor/Consultant shall certify and make available loss information from any insurer as to any claims filed or pending against any and all professional liability coverages in effect for the past five (5) years, if requested.

Contractor/Consultant shall certify to inform the County of any claims filed for errors and omissions that may be covered under professional coverages pursuant to the work within ten (10) days of notice of the occurrence or claim filing, whichever is sooner.

Deviations and waivers may be requested in writing based on market conditions to the County Director of Risk Management and Insurance. Approval shall be given in writing of any acceptable deviations or waiver to Contractor/Consultant prior to Contractor/Consultant effecting any change in conditions as contained in this section. Waivers shall not be unduly withheld nor denied without consultation with the Consultant.

It is understood and agreed that Contractor/Consultant will obtain information on the professional liability coverages of all sub-consultants and/or sub-contractors in the same form as specified above for review of the County.

NOTE: Professional liability will be required for architectural and engineering design and supervision. If the principal consulting firm is not eligible for this coverage, the principal consulting firm shall disclose the sub-consultant who will perform the architectural and engineering design work and evidence the existence of professional liability coverages for such sub-consultants as respects this section.

For Medical-Dental, Clinical, HMO, etc., please contact the Director of Risk Management for insurance requirements.

16. PERMITS, TAXES, LICENSES

Contractor is responsible for all necessary permits, licenses, fees and taxes required to carry out the provisions of this contract. The financial burden for such expenses rests entirely with Contractor providing the service under the contract.

17. TERMINATION BY CONTRACTOR

Contractor may, at its option, terminate this Contract upon the failure of the County to pay any amount which may become due hereunder for a period of forty-five (45) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

18. TERMINATION BY COUNTY FOR VIOLATIONS BY CONTRACTOR

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, County shall thereupon have the right to terminate it by giving thirty (30) days' written notice of termination of contract, specifying the alleged violations and effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

19. UNRESTRICTED RIGHT OF TERMINATION BY COUNTY

The County further reserves the right to terminate this Contract at any time for any reason by giving Contractor thirty (30) days' written notice by Certified Mail of such termination. In the event of said termination, Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate additional monies required for the completion of the Contract.

20. FUNDING

If funds are not appropriated for payment of this contract, the County may terminate the contract upon thirty (30) days' written notice without any early termination penalties, charges, fees, or costs of any kind to the County.

21. COOPERATION UPON TERMINATION

Contractor must cooperate with the County in the event of termination so as to ensure that the County can maintain continuity of service delivery. Such cooperation will include the provision to the County of the names, addresses and telephone numbers of personnel, independent Contractors and subcontractors as well as salaries, organizational charts, certifications, lists of all subcontractors with names, addresses and telephone numbers with M/W/DBE designation as appropriate, and any other necessary information to ensure that the County can maintain continuity of service delivery addressed in this Contract. Contractor must provide said information prior to the effective date of the termination or contract end.

22. INDEPENDENT CONTRACTOR

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

23. SUBCONTRACTS

Assignment of any portion of the work by subcontract must have the prior written approval of the County.

24. ASSIGNMENT LIMITATION

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other. Contractor is prohibited from assigning this Contract, in whole or in part, without the prior written consent of the County, evidenced by a resolution that has been fully adopted by its Board of Supervisors. Notwithstanding the foregoing, Contractor may, with 21 days written notice to the County assign this Contract in its entirety to any entity that acquires all of substantially all of the assets of Contractor.

25. 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.
- 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."

26. CONTRACTOR CONDUCT

If there is a Request for Proposal (RFP) or an Invitation to Submit a Proposal (ISP) associated with this Contractor, during the time that the RFP or ISP is in process, i.e. from the date an RFP is issued by the County to the date Contractor is selected and a contract is executed, if applicable, no gratuities of any kind may or will be accepted by any County employee or official from the Proposer's employees, agents or representatives including contributions, meals, gifts or trips, except as provided for as reference site visitations and/or during oral presentations and finalist evaluations. Violation of these conditions will constitute immediate disqualification and termination of this Contract.

27. CODE OF ETHICS

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.

During the period of this Contract, Contractor 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.

28. NON-CONVICTION FOR BRIBERY

Contractor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

29. NOTICES

Notices to County provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to:

(name and address)
General Mitchell International Airport
5300 S. Howell Ave.
Milwaukee, WI 53207

and notices to Contractor shall be sufficient if sent by Certified or Registered mail, postage prepaid, to:

(name and address),

or to such other respective addresses as the parties may designate to each other in writing from time to time.

30. MEDIA RELEASES AND CONTACT

Contractor's staff, independent contractors and subcontractors shall be restricted from releasing any information about the contract or events occurring within a County facility to a public forum or to the media without the authorization of the County and coordinated through the parties' public information representatives.

31. AIRPORT SECURITY

Contractor covenants and agrees that it will at all times maintain the integrity of the Airport Security Plan and comply with all laws, statutes, rules, regulations and orders, including Federal Rules 49CFR1542, promulgated by any federal, state or local agency, authority, or officer, including the Federal Aviation Administration (FAA), the Federal Transportation Security Administration (TSA) and the U.S. Department of Justice.

Contractor, its employees, agents or contractors are expressly required at all times to comply with all laws, statutes, rules, regulations and orders, including Federal Rules 49CFR1542, promulgated by any federal, state or local agency, authority, or officer, including the FAA, the Federal Transportation Security Administration and the U.S. Department of Justice.

Should a penalty be imposed on the County for an incident involving Contractor's breach of security, Contractor agrees to reimburse County for any and all such penalties including, but not limited to, civil fines which may be imposed upon the County by any state, local or federal agency, or officer, including the TSA.

32. MISCELLANEOUS

This Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Contract constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations and orders.

33. SEVERABILITY OF PROVISIONS

If any one or more of the covenants, agreements, provisions or terms of this Contract shall be held invalid for any reason whatsoever, then such covenants, agreements, provisions, or terms shall be deemed severable from the remaining covenants, agreements, provisions, or terms of this Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

34. WAIVERS

No term or provision of this Contract may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is sought to be enforced. Any failure to insist upon strict compliance with any of the terms or conditions of this Contract shall not be deemed a waiver of such terms or condition, nor shall any waiver or relinquishment of any right or power hereunder at any time or times be deemed a subsequent waiver or relinquishment of such right or power.

35. BINDING EFFECT

This resulting Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. By mutual agreement, the parties may, from time to time, promulgate scope of service documents to define the scope of services. Such scope of service documents will be incorporated into the Contract. Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal laws, rules, regulations and orders.

36. ADDITIONAL CONTRACTUAL TERMS

Contractor Personnel. Contractor shall provide, as described in the Scope of Services (SOS) and/or Contractor's response to the RFP, all personnel necessary to perform the services and tasks described in this Agreement. Such personnel shall not be employees of or have any other contractual relationship with the County. Contractor may not replace or substitute any specific individuals identified in the SOS without the prior written consent of the County. It is understood that any replacement person or persons shall possess substantially equivalent training, skills and levels of competence as the person or persons replaced. Milwaukee County shall have the right to request and require removal of personnel assigned by Contractor to this project and to approve replacement personnel.

Guaranteed Most Favorable Terms. Contractor certifies and agrees that all of the prices, terms, warranties and benefits granted by Contractor herein are comparable to or better than those offered by Contractor to other State and Local Government customers contracting under the same material terms and conditions. As used herein, material terms and conditions include those terms related to the execution of this contract for

services procured under this contract and any related pricing. Should Contractor announce a general price reduction or make available to other State or Local Government customers more favorable terms or conditions with respect to any of the services contained in the SOS, such prices, terms and conditions will be made available to Milwaukee County upon the date the general price reduction or more favorable terms and conditions become effective.

Confidential Information. All information obtained or maintained by Contractor of a confidential nature will be kept by Contractor in a confidential manner in compliance and accordance with all applicable State and Federal laws or regulations.

Compliance with Laws. Contractor agrees to comply with all applicable Federal, State, County, and Local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards and regulations of accreditation agencies or bodies. Contractor agrees to hold County harmless from any loss, damage, or liability resulting from a violation on the part of contractor of such laws, rules, regulations, policies, procedures, standards or ordinances.

37. TECHNOLOGY POLICY

- A. Contractor hereby attests that it is familiar with Milwaukee County’s Code of Ethics which states, in part, that “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.”
- B. Contractor hereby attests that it has been furnished with a copy of Milwaukee County’s Use of Technologies Policy which prohibits the inappropriate use of County-provided technology resources. Contractor acknowledges that it has familiarized itself with Milwaukee County’s Use of Technologies Policy and that it specifically agrees that it will make its employees and agents aware of the provisions of said policy. County may, at its discretion, require specific users of County-provided technology, to sign a “User Statement” acknowledging receipt of a copy and awareness of Milwaukee County’s Use of Technologic Policy.

38. AUTHORIZATION

Milwaukee County has executed this Contract pursuant to action taken by its Board of Supervisors on _____, Resolution File No. _____.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

RECOMMENDED FOR APPROVAL:

FOR MILWAUKEE COUNTY

FOR NAME OF COMPANY

Brian Dranzik Date

Acting Airport Director

Above Signature Witnessed by:

Reviewed by County's Risk Management:

By Risk Management Director Date

Approved with regards to Milwaukee
County Ordinance Chapter 42:

By Community Business Development Partners Date

Approved as to Execution:

By Assistant Corporation Counsel Date

Approved as to Wis. Stats. §59.42

Corporation Counsel Date

Print Name

Signature and Date

Title

Taxpayer ID No.

Above Signature Witnessed by:

**IF PRINCIPAL IS A CORPORATION
IMPRINT CORPORATE SEAL**

Approved as to funds available per Wisconsin
Statutes Section 59.255(2)(e):

Scott B. Manske Date
Comptroller

Chris Abele, County Executive Date

Subject: Request for Qualifications
Project: ***MKE Master Plan Update***
Project No.: ***A176-TBD***

ATTACHMENT 5

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INSTRUCTIONS & FORMS



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

PROJECT No. A176-TBD PROJECT TITLE MKE Master Plan Update

TOTAL CONTRACT AMOUNT (less allowances) \$ _____ DBE Goal: 17%

Name & Address of DBE(*)	Scope of Work Detailed Description	DBE Contract Amount	% of Total Contract

Bidder/Proposer Commitment (To be completed by firm committing work to DBE)

I certify that the DBE firm quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from DBE firm listed herein.
 Our firm _____ Phone No. _____, or one of our subcontractors, will enter into contract with the DBE firm listed, for the service(s) and amount(s) specified when awarded this contract. A copy of the contract between our firm and that of the named DBE will be submitted directly to CBDP within seven (7) days from receipt of Notice-to-Proceed on this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

 Signature of Authorized Representative Name & Title of Authorized Representative Date

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

 Signature of Notary Public [SEAL]

State of _____ My Commission expires _____

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

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

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

 Signature of Authorized DBE Representative Name & Title of Authorized DBE Representative Phone Number Date

FOR CBDP USE ONLY

Commitment number _____ of _____ Participation: (A) _____ (V) _____ Project Total _____

 Authorized Signature Date



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

ADDITIONAL INFORMATION & REQUIREMENTS:

1. The Directory of Certified DBE firms eligible for credit toward the satisfaction of this project's DBE goal will be found at the following link, and can be searched by Name and/or NAICS code.

<http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

2. **CONTRACT ADJUSTMENTS:** The successful Bidder/Proposer will maintain the approved DBE participation level during the term of the contract with the County, including any additional work on the contract, e.g., change orders, addendums, scope changes, etc. Contract adjustments shall include proportional DBE participation.

3. **WRITTEN CONTRACTS WITH DBEs:** The County requires that the successful Bidder/Proposer enter into contract, directly or through subcontractors, as stated in this form. Agreements must be submitted to the County within 7 days of receipt of the Notice-To-Proceed. By executing this commitment, you are certifying that you have had contact with the named DBE firm and that they will be hired if you are awarded the contract by the County.

4. **SUBSTITUTIONS, DBE SUBCONTRACTING WORK, TRUCKING FIRMS:** The successful Bidder/Proposer must submit written notification of desire for substitution to the DBE affected, and send a copy to the County, stating the reason(s) for the request. The DBE will have five (5) business days to provide written objection/acceptance of the substitution. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by the County. Approval must be obtained from the County prior to making any substitutions. DBEs are also required to notify and obtain approval from the County prior to seeking to subcontract out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, the commission or fee will be counted for DBE crediting.

5. **REQUESTS FOR PAYMENT:** The successful Bidder/Proposer must indicate on the Continuation Sheet (AIA form G703, or equivalent) the work being performed by DBE 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. The successful Bidder/Proposer shall notify DBE firms of the date on which they must submit their invoices for payment.

6. **DBE UTILIZATION REPORTS:** The successful Bidder/Proposer will enter payments to subs and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments made during the preceding month and will include zero dollar (\$0) entries where no payment has occurred.

If you have any questions related to Milwaukee County's DBE Program, please contact:

414.278.4747 or cbdpcompliance@milwaukeecountywi.gov

Subject: Request for Qualifications
Project: ***MKE Master Plan Update***
Project No.: ***A176-TBD***

ATTACHMENT 6

STATEMENT OF QUALIFICATIONS SCORE SHEET

**GENERAL MITCHELL INTERNATIONAL AIRPORT
MASTER PLAN UPDATE
PROJECT NO. A176-TBD**

Statement of Qualifications Evaluation

Name of Lead Consultant _____

Date of Interview _____

Provide a rating for each Evaluation Factor listed below on a scale of 1 to 10 (10 being best).

<u>Evaluation Factor</u>	<u>Rating</u>	<u>Weight</u>	<u>Score</u>
1) Qualifications of the firm/team and project manager for the specific type of work required for this project including the firm's resources and availability.	_____ X	25%	= _____
2) Previous experience and client references of the team for updating Master Plans at airports similar to MKE.	_____ X	25%	= _____
3) Previous experience and client references of the project manager for updating Master Plans at airports similar to MKE.	_____ X	25%	= _____
4) Understanding of the requirements of the project, the project's potential challenges and the airport's concerns.	_____ X	25%	= _____

TOTAL SCORE

	<u>Yes</u>	<u>No</u>
5) Did the consultant submit a statement describing how the DBE goal of 17% will be met?	_____	_____

Name of reviewer: _____

Date: _____