

**CITY OF MILWAUKEE**  
**DEPARTMENT OF PUBLIC WORKS**  
**MILWAUKEE WATER WORKS**

**Request for Proposals**

**For:**

**Administration of the Lead Service Line Replacement (LSLR) Program Expansion**

**Proposals Must Be Submitted**  
**No Later than 4:45pm Central Time on September 14, 2023**

**LATE PROPOSALS WILL BE REJECTED**

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## 1.0 GENERAL INFORMATION

### 1.1 INTRODUCTION

Milwaukee Water Works (“MWW” or “Utility”) is currently managing the systematic replacement of approximately 70,000 lead service lines in its water distribution system. Each full service line includes a public (utility owned) and private segment. In order to expand upon this work, MWW intends to use a Contractor to oversee and manage all priority-based, planned replacement projects. MWW will outline the structure and general parameters that guide the program and its expansion.

### 1.2 PROJECT OVERVIEW

MWW is seeking proposals from qualified vendors to assume the daily management of the expansion of the LSLR program using the Utility’s equity-based prioritization plan.

The term of the contract shall be for one (1) year, with up to three (3) one (1) year extensions permitted by mutual agreement between the City of Milwaukee and the CONTRACTOR. The contract shall begin on December 1, 2023, or as soon as fully executed thereafter.

CONTRACTOR may request a price adjustment after completion of the first year of the contract. CONTRACTOR shall be limited to one (1) price adjustment request per annum during the term of the contract. The request for price adjustment shall be accompanied by written documentation substantiating the need for the request. The price adjustment shall not exceed 3% or the Consumer Price Index (All Items) - Midwest.

The successful Proposer (“Contractor”) will be expected to coordinate efforts with MWW, other City departments, City contractors for LSLR projects (“LSLR Contractors”), and the community, and uphold the values and ethics reflected within the program.

**NOTE: This is a negotiated procurement, such that the contract shall be awarded to the Proposer submitting the best, most responsive proposal satisfying the Milwaukee Water Works’ requirements. As a result, this may not be the proposal representing the lowest overall cost.**

**Proposals shall be received by 4:45 p.m. Central Time on September 14<sup>th</sup>, 2023**

### 1.3 BACKGROUND INFORMATION

MWW established its Lead Service Line Replacement (LSLR) program in 2017, in coordination with legislative changes that required such replacements under specific circumstances. In anticipation of Federal funding designated for LSLR

projects, the Utility developed its Equity-Based Lead Service Line Replacement Expansion Plan, using a data and equity-driven prioritization formula to direct where LSLR should be focused, in census block group rank order.

#### **1.4 PROCURING AND CONTRACTING AGENCY**

This Request for Proposals (“RFP”) is issued by the City of Milwaukee (“City”) Department of Public Works (“DPW”) and MWW. The City of Milwaukee staff person responsible for managing the procurement process is Patrick Pauly, P.E., Superintendent, Milwaukee Water Works.

Mr. Pauly has designated Mr. Aaron Saeugling, [asaug@milwaukee.gov](mailto:asaug@milwaukee.gov), Water Systems and Projects Manager, Milwaukee Water Works as the point of contact.

The contract resulting from this RFP will be awarded and administered by DPW and MWW.

#### **1.5 NOTICE TO PROPOSERS**

Neither the City of Milwaukee nor the Department of Public Works, Milwaukee Water Works are liable for any costs incurred by the Proposer in responding to this RFP, or for any costs incurred in connection with any discussions or correspondences required for clarification of any subject contained in this RFP, or for attendance of any Proposer at any pre-award conferences. The City of Milwaukee reserves the right to modify or suspend any and all aspects of this RFP, to obtain further information from any FIRM responding to this RFP, to waive any defect as to form or content of this RFP or any response thereto, and reject any and all responses to this RFP.

#### **1.6 PROPOSED PROJECT TIMELINE**

Mandatory Pre-Proposal Conference	August 23, 2023
Questions due to MWW (via email)	August 29, 2023
Responses due from MWW	September 8, 2023
Addendum Posted	September 6, 2023
Proposals due to DPW	September 14, 2023
Proposal Evaluation Completed	September 21, 2023
Notification to Finalists	September 22, 2023
Interviews, Presentations, Demonstrations	Week of October 2, 2023
Contract Award to Begin Negotiation	October 13, 2023

#### **1.7 CERTIFICATE OF INSURANCE**

The successful Proposer will be required to provide proof of required insurance coverage within ten (10) days of notice of contract award. See **Attachment B** for insurance requirements.

## **1.8 PROCEDURES**

The extent and nature of the services to be performed by the Contractor shall be subject to the general control and approval of the City, DPW and MWW. The Contractor shall not comply with requests and/or orders issued by anyone other than the City's Project Manager or her/his authorized representative(s) acting within their authority for the City of Milwaukee.

## **1.9 PROPOSER'S ACKNOWLEDGEMENTS**

By submitting a response to this RFP, each Proposer unequivocally acknowledges that the Proposer has read and fully understands this RFP and that the Proposer has asked questions and received satisfactory answers from the City regarding any provisions of this RFP with regard to which the Proposer desired clarification.

## **2.0 PROPOSAL REQUIREMENTS**

### **2.1 OBJECTIVES**

#### **MWW shall:**

1. Provide the Contractor with the lead service line locations due for replacement per the Utility's equity-based prioritization plan. The Contractor will manage and oversee replacement of these lead service lines by a LSLR Contractor.
2. Support the Contractor responsibilities associated with scheduling, property access permissions, data, information, and other activities, as appropriate. As part of its proposal, the Proposer shall identify and describe any specific support requirements.

#### **Contractor shall:**

1. Provide coordinated, efficient scheduling between LSLR Contractors, MWW, City departments, the property owner, and any members of the community impacted by a project.
2. Provide access to water quality testing utilizing a laboratory identified by MWW.
3. Engage in culturally competent community engagement, involving staff that are demographically and culturally representative of the community, as defined in the Program Outreach and Commitment to REI sections.

4. Provide for efficient payment processing through the MWW's invoicing process.
5. Provide effective and secure data management that protects customer information.
6. Provide personnel having, among other qualifications, the necessary program management, data management, and contract administration experience to perform all services detailed within this RFP in an efficient and productive manner.
7. Maintain regular communication and coordination with all stakeholders as defined in Section 3.0 – Program Scheduling.

## 2.2 SPECIFICATIONS

### General Program Contracting

- MWW Engineering will continue to advertise and manage the award of contracts for LSL replacement projects.
- MWW will issue payments to the Contractor and LSLR Contractors per DPW invoicing and contracting policy and in accordance with the City's Prompt Payment Ordinance.
- The Contractor shall oversee LSLR Contractor compliance with contractual performance measures, including timely submission of invoicing documentation no more than ten (10) calendar days after the completion of final restoration.

### Program Scheduling

- The Contractor shall coordinate all program-associated work for the expansion program and shall maximize efficiencies while maintaining high performance standards. This shall include coordination with the following City stakeholders, to perform the outlined functions, within the stipulated timeframes, and in the highlighted manner:

#### *Property Owners/Residents*

- The Contractor shall distribute the appropriate LSLR materials to customers, as developed and/or approved by MWW.
- The Contractor shall generate a list of, and prepare notification packets for, property addresses scheduled for an upcoming LSLR project. These packets notify property owners/residents of the need for the LSLR, request return of signed documents to grant access to the property for coordinated replacement of the privately-owned portion of the LSL and set the deadline by which signed documents must be returned. The materials will be based

on those already developed by MWW, with any changes approved by the Utility.

- The Contractor shall field and address questions, comments, and concerns from customers before, during or after a LSLR project performed and managed under this contract.

#### *LSLR Contractors*

- The Contractor shall provide LSLR Contractors with sufficient project locations, which are completely ready for replacement and with all appropriate permissions in place, so that the contractor is able to complete the work in accordance with the terms of its contract.
- The Contractor shall provide qualified inspectors to inspect each LSLR project, ensuring all work is within code, policy, and law.

#### *MWW Distribution and MWW Engineering*

- The Contractor shall communicate the expected location and dates of upcoming LSLR projects so, in advanced of the work, MWW Engineering can provide the correct quarter-section maps, on an as needed bases.
- At least five (5) business days prior to mailing or other means of delivery, the Contractor shall provide MWW Distribution and MWW Engineering with the number of properties receiving notifications.
- Within one (1) business day, the Contractor shall communicate scheduling information, property access permission, and pre-replacement photographs to MWW Distribution through a mutually agreeable method.
- The Contractor shall meet with MWW Engineering and Distribution periodically to check-in and progress monitor the contracted work.

#### *Department of Neighborhood Services (“DNS”)*

- The Contractor shall refer property owners who fail to return signed Right of Entry (“ROE”) forms in the allotted time to DNS for appropriate enforcement orders. This correspondence must happen within one (1) business day after the allotted time period has elapsed.
- The Contractor shall continue to request signed ROE forms until they are received, even after an enforcement order is written. Once received, the Contractor must notify DNS within one (1) business day.

#### *MWW Water Quality*



- Post-LSLR Lead Testing
  - Between three (3) months and five (5) months after a LSLR is complete, the Contractor will attempt to contact the property owner or resident to schedule post-LSLR testing. If they are not able to make contact, they will try at least three times, documenting the date, time, method and results. At least one of the attempts must be made by phone and a voicemail should be left if possible. If contact is made and the property owner or resident agrees, the Contractor will deliver a test kit (including a 1-liter wide-mouth HDPE bottle that is pre-labeled with the address and a chain of custody form with sampling instructions provided by MWW) to the property. The Contractor shall make reasonable attempts to deliver the kit in a visible location near the door, and somewhat protected from rain or snow. The Contractor will call and/or knock on the door of the property the day of delivering a post-LSLR lead testing kit to confirm receipt and answer any questions about the testing procedure. They will offer to explain the purpose of the test and the procedure for sample collection to the customer. MWW will provide a script and list of frequently asked questions and answers.
  - When a customer contacts the Contractor to request a pick up for their completed test kit, the owner's representative will pick up the kit within two (2) business days and ensure the chain of custody. The Contractor shall ensure all forms are completely filled out and that the customer followed the instructions to leave the water unused in the home for at least six (6) hours before collecting the sample. If the chain of custody is incomplete, the Contractor will contact the customer to collect the missing information. The Contractor will deliver the samples with their chain of custody forms to an external laboratory for preservation and lead analysis within two (2) weeks of sample collection by the customer, or as directed by the laboratory.
  - The Contractor will keep accurate records of contacts with customers and delivery of kits using a format determined by MWW. Records will be shared with MWW on a weekly basis. After receiving results, the Contractor will transmit original lab reports and all chain of custody paperwork to MWW.
  
- Lead Testing Documentation
  - The Contractor shall keep accurate records of both actual and attempted contacts with property owners/residents and the delivery of kits in a format determined by MWW. Records shall be communicated to MWW on a weekly

basis.

## **Program Contractor Management**

### *General Contractor Management*

- The Contractor shall manage LSLR Contractor relations, which includes:
  - The Contractor is expected to maintain constant open communications with the LSLR Contractor, ensuring that everyone is operating from the same information. The Contractor is expected to maintain a high level of transparency with the LSLR Contractor and MWW.
- The Contractor shall oversee and confirm the completion of site restoration in accordance with standard specifications, incorporating any reasonable requests by the property owner, to the extent possible.

### *Contractor Coordination and Scheduling*

- The Contractor shall coordinate scheduling with the LSLR Contractors. This coordinated scheduling shall include:
  - The Contractor providing LSLR Contractors with at least seven (7) calendar days notice prior to the expected LSL replacement date.
  - The Contractor providing LSLR Contractors with all pertinent property owner information. This information includes, but is not limited to, a contact name, address and phone number.
  - If the property has a finished basement, the Contractor must schedule a pre-construction inspection at least five (5) business days before the scheduled LSLR date. The Contractor shall obtain this information in the pre-construction information-gathering phase with the property owner. If a finished basement exists, the Contractor shall send the appropriate photographs to the assigned contractor to inform the replacement. Additionally, the Contractor shall establish the accessibility of the meter during the pre-construction information phase.
  - In the event rescheduling an LSLR project is necessary, the Contractor shall notify the LSLR Contractor immediately. The Contractor shall then reschedule the replacement as soon as possible and communicate the new replacement date to the LSLR Contractor as soon as the Contractor has established a new date.
  - The Contractor shall ensure the LSLR Contractor has obtained the proper permits before work begins.
  - After the LSLR is complete, the Contractor shall ensure the inspector contacts MWW Meter Services to initiate a meter exchange.

## **Program Invoicing**

- The Contractor shall support LSLR Contractors in invoicing their services in accordance with MWW policies and procedures, and any stipulated contract requirements. While MWW will perform a final review of all invoices, the Contractor shall ensure LSLR Contractors adhere to MWW's invoicing policies and procedures in order to expedite the Utility's final review process.

- If the MWW final review identifies issues with an invoice, the Contractor shall support LSLR Contractors with any changes or corrections that are required and shall work with LSLR Contractors to make any necessary improvements to their processes for invoicing this work.

## **Data Management**

### *General Data Management*

- The Contractor shall provide MWW with the requested information and data in a timely manner and as prescribed in the Program Scheduling section above. The Contractor shall take appropriate action to correct any invalid information or data that MWW is unable to enter into the appropriate system.
- The Contractor shall protect Utility data and information as required by all governing laws and policies. MWW will provide the Contractor with information about the laws and policies that apply to its data and records, and MWW will perform regular reviews to ensure Contractor compliance.
- The Contractor shall maintain an electronic documentation system for submitted documents/information, correspondence, change orders, payments, and any other related records, as needed.

### *enQuesta Management*

- The Contractor shall capture and input all data points required of the Utility's enQuesta system, associated with lead service line replacement. enQuesta records shall be updated with said data points on the Utility's prescribed schedule.

## **Funding Procurement**

### *Safe Drinking Water Loan Program (SDWLP)*

- The Contractor shall capture the required information for and complete all SDWLP documents. The Contractor shall submit all SDWLP documentation to the Utility for review. The Contractor shall make any edits the Utility prescribes.

## **Program Outreach**

- The Contractor shall conduct community outreach as directed by MWW. This outreach must be conducted using culturally competent strategies and practices. Contractor community outreach include (Contractors shall):
  - Conduct one community meeting beginning between the hours of 10am-2pm (on a Saturday) and another community meeting beginning between the hours of 6pm-8pm (Monday-Friday), for each assigned census block group. Each census block group must have the following:
    - Engage a community group whose mission is to serve the census block group. Contractors shall engage community groups to understand and be able to articulate their concerns, issues, and expectations. The Contractor should work to get the community groups public support for the LSL replacement work.

- Publicize each community event to all residents of the assigned census block group. These publications should be provided in English, Spanish, Hmong, and Brail.
  - Solicit and answer the community’s challenges, concerns, and expectations surrounding LSL replacement, in each community meeting. Inform participants of the equity-based prioritization plan, the construction logistics, possible challenges, needed information, deadlines, and any other information MWW requests.
  - Coordinate all public outreach with the alderperson whose district the census block group resides.
- The Contractor shall obtain the property owner’s permission to perform work on the privately-owned portion of the LSL through the means stipulated by MWW.

**Commitment to Diversity, Equity, and Inclusion (DEI)**

- The Contractor should provide any company policies relating to Diversity, Equity, and Inclusion (DEI) within their company.
- The Contractor should provide any internal or public commitments to DEI the company has established and made.
- The Contractor should provide all policies enacted and practices conducted to diversity the Contractor’s workforce.
- The Contractor should provide all training the Contractor provides employees surrounding DEI. Additionally, the Contractor should provide the expectations the Contractor has associated with the knowledge, skills, and abilities learned within these training.

**3.0 PROPOSAL SUBMITTAL INFORMATION AND FORMAT**

**3.1 GENERAL INFORMATION**

The evaluation and selection of a firm/vendor will be based on the information submitted in the Proposals plus information gathered from references. Proposers should respond clearly and completely to all requirements. Failure to respond completely may be the basis for rejecting a Proposal.

Each Proposer should submit a detailed response to the RFP. The response shall include sufficient information to enable the Milwaukee Water Works to evaluate the capabilities of the Proposer and its approach to providing the specified services fully. Unnecessary elaboration or voluminous responses are neither required nor wanted. Discussion of the firm’s past experience, which is not germane to the specified services, should not be included. The response shall specifically address the issues raised and provide the information requested.

It is the responsibility of the Proposer to examine the entire RFP package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a response.

### 3.2 MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference is scheduled on **August 23, 2023 at 1:00 P.M. Central Time**, to be held at the Milwaukee Water Works (841 N. Broadway Ave, Milwaukee WI 53202, 5<sup>th</sup> Floor) to provide prospective proposers with the opportunity to pose questions regarding this RFP. **Proposals will only be accepted from firms in attendance at this conference.**

### 3.3 SUBMITTING A PROPOSAL

Proposer shall submit by email one (1) original Project Proposal and one (1) original Cost Proposal copy of each Proposal to Aimee Tolefree, [aitole@milwaukee.gov](mailto:aitole@milwaukee.gov), who will confirm receipt of the Proposals. The Project Proposal and Cost proposals shall be submitted to the City of Milwaukee no later than **4:45 P.M. Central Time on Thursday, September 14, 2023**. Submittals received after the due date/time, regardless of the reason, will be returned to the sender unopened. **The original proposals shall be marked original and bear all original signatures.**

The submittals shall be emailed to Aimee Tolefree, [aitole@milwaukee.gov](mailto:aitole@milwaukee.gov) labeled **“Proposal for the Administration of the Lead Service Line Replacement (LSLR) Program Expansion”** and **“Cost Proposal for the Administration of the Lead Service Line Replacement Program Expansion.”**

### 3.4 REQUEST FOR CLARIFICATIONS

The City will not respond to oral requests. Questions or requests for clarification of the RFP will be accepted in writing via email (preferred) or US mail.

Such questions or requests for clarification must be received no later than **August 29, 2023 at 3:00 P.M. Central Time** and shall be submitted to:

City of Milwaukee  
Milwaukee Water Works  
841 North Broadway, Room 409  
Milwaukee, WI 53202

Email requests for clarifications must be sent to Mr. Aaron Saeugling, [asaug@milwaukee.gov](mailto:asaug@milwaukee.gov), Water Systems and Projects Manager, Milwaukee Water Works.

Responses will be provided in an addendum to be posted on the DPW website by **5:00 pm on September 8, 2023**. Only written responses from the City, provided as addenda, shall be official and all other forms of communication with

any officer, employee or agent of the City of Milwaukee shall not be binding on the City.

### **3.5 PROJECT PROPOSAL FORMAT**

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

Proposals shall be typewritten with legible print on one or both sides of 8.5 x 11 inch sheets, exclusive of the separate, sealed cost proposal. Proposals shall also include page numbers on each page, excluding the title page and table of contents.

### **3.6 PROJECT PROPOSAL SECTIONS AND DETAIL**

#### **Cover Page and Table of Contents**

The cover page should include the project title, name of Proposer and submission date.

#### **Introductory/Cover Letter**

Limit the introductory letter to a maximum of two pages. Include contact information (i.e. contact names, telephone and facsimile numbers, and email addresses) and other information introductory in nature for the firm making the proposal. Include contact information of individual authorized to negotiate a contract for the proposer.

#### **Company Experience/Organization Capabilities and Capacity**

#### **This section should be limited to no more than four (4) pages, and should:**

- a. Describe projects completed within the past five (5) years that would qualify the Proposer to fulfill the requirements of the services described in the RFP. Provide the contact information for each project, so that Milwaukee Water Works can contact them.
- b. Describe the Proposer's capacity and ability to meet the projected project goals and specifications.
- c. Include the title/role, name, business address and brief resume of personnel to be involved in the project and the specific duties of each individual proposed to perform the work.

- d. Include an organizational chart showing the lines of authority/responsibility proposed for this project.

### **Program Items**

This section should:

- a. Include a plan that incorporates the Utility's equity-based prioritization plan, contracting policies and laws, invoicing protocols, and performance metrics.
- b. Describe the manner in which the Proposer will coordinate with the project stakeholders to perform the corresponding work within the provided timeframes.
- c. Describe and recommend the structures, processes, and practices being used, within the program, to maximize efficiencies.
- d. Describe a plan for culturally competent community engagement.
- e. Describe a plan and method for expanding water testing.
- f. Describe a plan for working with LSLR Contractors, which includes information sharing, scheduling schema, and conflict resolution techniques.
- g. Describe the Proposer's data management plan, data security policies and procedures and record retention policies and procedures.
- h. Outline a supply and inventory acquisition strategy.

### **Exceptions to Any Portion of the Solicitation or Contract Requirements**

Proposers shall reference the Professional Services Contract stipulations and any subsequent addenda, in addition to all terms and conditions included in this RFP. Proposers shall clearly identify any exceptions taken to the terms and conditions of the RFP, Professional Services Contract, or any referenced documents or attachments. Each exception shall be specifically related to the paragraph and/or specific portion of a document to which the exception is taken. The Proposer shall provide rationale in support of the exception and fully explain its impact, if any, on its ability to perform the requested services. Proposers are cautioned to limit exceptions, conditions, and limitations as they may be determined to be so fundamental as to cause rejection of the Proposal.

### **Completed Vendor Reference Forms**

Proposers should provide five (5) references from other cities, Utilities or

companies for which your firm has recently provided similar services. Each reference should identify when the services were provided, as well as the type of work and services performed. Please use the Vendor Reference Form (**Attachment E**) to provide this information.

References may be contacted to determine the quality of the work performed and personnel assigned to the project. The results of the reference checks will be provided to evaluators and used in the scoring of the written Proposals.

**Slavery Affidavit of Compliance – Attachment C**

**Vendor Reference Forms (5) – Attachment E**

**Completed Designation of Confidential, Trade Secret and Proprietary Information Form – Attachment F**

**Non-Collusion Affidavit – Attachment G**

**Proposer’s Document Submittal Checklist – Attachment H**

**Proposer’s Acknowledgements Form – Attachment I**

**Local Business Enterprise Program: Affidavit of Compliance- Attachment J**

**Local Business Enterprise Program: Business Property Location- Attachment K**

**Professional Services Contract – Attachment L**

**Small Business Enterprise Form A – Attachment M**

If a Local Business Enterprise (LBE) is a responsive and responsible proposer, the LBE shall be awarded an award preference of 5%. **Effective January 01, 2017**, if the LBE is certified as a Small Business Enterprise (SBE) with the City of Milwaukee’s Office of Small Business Development, the LBE shall be awarded preference of 10%. See Milwaukee Code of Ordinances Chapter 365 for additional details.

In order for a proposer to be considered for LBE status, the notarized LBE Affidavit of Compliance and LBE Business Property Location Form must be submitted with each bid.

**3.7 COST PROPOSAL- Attachment D**

The submitted cost proposal shall include a listing of the following:

- Program Job Titles, including associated hourly rates, expected level of Effort (hours) to administer 1000 LSLR’s (for that title).
- Total program cost estimation (in dollars) for all work, systems, materials, parts, and any other costs, associated with administering the



this program, with the stipulated requirements articulated within this RFP.

**3.8 PROPOSAL COSTS/INCURRING COSTS**

The City of Milwaukee and the Milwaukee Water Works are not liable for any costs incurred by Proposers in responding to this RFP, including interviews, presentations or negotiations (travel, shipping/freight, etc.).

**3.9 INTERVIEWS, PRESENTATIONS AND DEMONSTRATIONS**

The City of Milwaukee reserves the right to conduct interviews and/or pre-award discussions with any or all responsive Proposers. However, no Proposer shall rely upon the opportunity to present additional or clarifying information at a later time.

The interviews or pre-award discussions, if required, will solicit information to more fully evaluate the Proposer and its proposal. If the City notifies a Proposer that an interview or pre-award discussion is required, the City shall inform the Proposer of the schedule, order and procedure for the interview/discussion, including its content, time limitations, identity of the presenters and use of handouts and visual aids.

If interviews/discussions are scheduled, the representative(s) of the Proposer who would be directly assigned to the project shall be present at the interview. During the interview, the Evaluation Committee may advise the Proposer of deficiencies in the proposal and may allow the Proposer to satisfy the requirements, questions or concerns by submitting final documentation by a deadline set by the Evaluation Committee. The Proposer may decide not to modify its Proposal and may inform the City the Proposal is firm and final.

**4.0 SELECTION PROCESS**

**4.1 EVALUATION COMMITTEE**

Proposals will be evaluated and ranked by an Evaluation Committee chaired by the Superintendent of MWW. The Evaluation Committee will consist of members selected based on their knowledge and expertise about this project and the Utility's equity-based prioritization plan. Proposers may not contact members of the Evaluation Committee except at the City's request.

**4.2 PRELIMINARY EVALUATION**

Proposals will first be reviewed to confirm all required elements are included. Failure to meet all requirements may result in rejection of the Proposal.

**4.3 EVALUATION CRITERIA**

The Evaluation Committee will evaluate responsive proposals on the basis of:

- Detail, thoroughness, and completeness of the submittal
- Extent of evidence-based, best practices
- The logic, reasoning, and feasibility
- The nature, efficacy, and cultural competency of highlighted practices

#### 4.4 PROPOSAL SCORING

The Evaluation Committee will review responsive Proposals and score them using the following evaluation criteria:

Evaluation Element	Possible Points
Community Outreach <ul style="list-style-type: none"> <li>• Plan for timely, thorough, coordinated and culturally competent outreach</li> <li>• Ability to execute outreach plan</li> <li>• Quality of any proposed outreach materials</li> <li>• Incorporation of equity-based prioritization plan</li> <li>• Ability to expand customer access to water testing, as needed</li> </ul>	20
Commitment to Diversity, Equity, and Inclusion (DEI) <ul style="list-style-type: none"> <li>• Corporate commitments to DEI</li> <li>• DEI corporate training</li> <li>• Policies and practices to diversify corporate workforce</li> </ul>	10
Contract Oversight/Management <ul style="list-style-type: none"> <li>• Plan for coordination of pre-construction activities</li> <li>• Ability to coordinate scheduling with City's LSLR Contractors</li> <li>• Ability to manage contractor compliance</li> <li>• Plan for conflict resolution</li> </ul>	20
Cost Proposal	20
Data Management <ul style="list-style-type: none"> <li>• Quality of existing policies and procedures</li> <li>• Quality of document management system</li> <li>• Ability to protect confidential information</li> <li>• Ability to provide requested data to stakeholders</li> </ul>	20
Previous Experience <ul style="list-style-type: none"> <li>• Quality of client references</li> <li>• Ability to identify and implement program efficiencies</li> </ul>	20

Local Business Enterprise	5% (Bonus)
---------------------------	------------

The Evaluation Committee’s scoring will be tabulated, and Proposals ranked based on the numerical scores received.

**4.5 FINAL EVALUATION**

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

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

The Evaluation Committee shall recommend the top ranked Proposer to the Commissioner of Public Works, who shall approve the final selection. This selection must also be approved by the Milwaukee Water Works before any award is made.

**4.6 RIGHT TO REJECT STATEMENT OF QUALIFICATIONS AND NEGOTIATE TERMS**

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

**4.7 RIGHT TO INVESTIGATE QUALIFICATIONS**

The City reserves the right to investigate the qualifications of all Proposers under consideration, to assess the financial health and stability of the Proposer, independently. These inquiries include submitting inquiries to relevant government, financial, commercial or credit reporting agencies, and to confirm any part of the information furnished by a Proposer or to require other evidence of managerial, financial or technical capabilities that are considered necessary for the successful performance of the work. Supplemental information may be required in response to this due diligence review.

**5.0 PROPOSAL CONDITIONS AND REQUIREMENTS**

**5.1 GENERAL**

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

## **5.2 OPEN RECORDS**

All responses to this request for Proposal submitted to the City of Milwaukee become the property of the City of Milwaukee. Responses may be subject to the Open Records Law (Wis Stat. §§ 19.31 to 19.39). The Proposer shall familiarize themselves with the provisions of the Act. In no event shall the City, or any of its agents, representatives, Proposers, directors, officers or employees be liable to a Proposer for the disclosure of all or any portion of a response submitted pursuant to this RFP. If a Proposer has special concerns about information that it desires to make available to the City, but which it believes constitutes a trade secret, proprietary information or other information exempt from the disclosure, such Proposer shall specifically and conspicuously designate that information in its response using the provided form in **Attachment F**.

## **5.3 INCORPORATION OF OFFER'S PROPOSAL AND ACCEPTANCE OF MODIFICATIONS**

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

If after a proposal has been filed with the City of Milwaukee's Department of Public Works, the Proposer desires to amend the proposal, the PROPOSER MAY DO SO BEFORE THE DUE DATE AND TIME set for the receipt of proposals in the Request for Proposal by filing an amended proposal fully identified as indicated in Section 4.3. Except as amended, all the conditions and provisions of the original proposal will be in effect. NO PROPOSALS OR AMENDMENTS TO PROPOSALS WILL BE ACCEPTED AFTER THE DUE DATE AND TIME FOR RECEIPT OF PROPOSALS AS SPECIFIED IN THE REQUEST FOR PROPOSAL. This does not preclude the City from requesting additional information and/or clarification.

## **5.4 RESPONSES TO REMAIN OPEN**

Responses must remain open and will be deemed to be open and subject to acceptance until awarding of the contract is finalized, or a minimum of ninety

(90) days unless otherwise specified following the date set forth for the receipt and filing of responses to the RFP.

## **5.5 PRICING**

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

## **5.6 NON-COLLUSION**

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

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

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

## **5.8 CONTRACT EXECUTION**

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

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

## **5.9 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AS AMENDED**

Proposers agree that if awarded a contract, the successful firm will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq.

## **ATTACHMENT A**

### **CITY OF MILWAUKEE STANDARDS TERM AND CONDITIONS**

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

#### **1. Delays in Delivery**

The Contractor agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances providing like services. The Consultant agrees to abide by all federal, state and local laws, regulations, and ordinances, and all provisions of this Agreement.

#### **2. Non-Discrimination**

The Contractor agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories; not to discriminate for the same reasons in regard to tenure, terms, or conditions of employment; not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any rule or employment policy which discriminates between employees on account of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories. The Contractor shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

#### **3. Assignment**

This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. The employment by the City of the Contractor to perform the services set forth in this Agreement is a personal contract and the Contractor shall not assign, sublet or transfer the Contractor's interest or obligations under the provisions of this Agreement without the prior written consent of the City. Provided, however, that claims for money due or become due

the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notices of any such assignment or transfer shall be furnished promptly to the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

#### **4. Prompt Payment**

It is the City's policy to pay all invoices within thirty (30) days. If the City does not make payment within forty-five (45) days after receipt of a properly completed and undisputed invoice or receipt and acceptance of the service, whichever is later, the City shall pay simple interest beginning with the 31<sup>st</sup> calendar day at the rate of one percent per month, (unless the amount due is subject to a good-faith dispute and, before the 45th day of receipt, notice of the dispute is sent to Contractor in accordance with the notice provisions in the Contract). If there are subcontractors, the Contractor must pay the subcontractors for satisfactory work within seven (7) days of the Contractor's receipt of payment from the City, or seven (7) days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the Contractor fails to make timely payment to a subcontractor, the Contractor shall pay interest at the rate of 12 percent per year, compounded monthly, beginning with the 8th calendar day.

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

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

#### **6. No Additional Waiver Implied**

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

#### **7. Publicity**

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

#### **8. Conflict of Interest**

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

#### **9. Public Records**

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

#### **10. Debarment and Suspension**

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

#### **11. Insurance**

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

#### **12. Termination**

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



The City may terminate this Contract at any time and for any reason by giving written notice to the Contractor of such termination and specifying the effective date, at least thirty (30) days before the effective date of such termination. If this Contract is terminated pursuant to this paragraph, the Contractor will be paid for goods and services actually and satisfactorily performed and provided, less payments for such goods and services as were previously made. The value of the goods and services rendered and delivered by the Contractor will be determined by the City.

### **13. Performance**

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

**ATTACHMENT B**  
CITY OF MILWAUKEE INSURANCE REQUIREMENTS  
DEPARTMENT OF PUBLIC WORKS

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

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

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

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

- D. The certificate holder shall be noted as:  
City of Milwaukee  
DPW - Contract Administration  
841 N Broadway, Room 506  
Milwaukee, WI 53202
- E. Minimum Amount of Coverage Required

1. WORKER'S COMPENSATION AND EMPLOYEES LIABILITY

Coverage Amounts

Workers Compensation and Employers Liability		Statutory
Bodily Injury by Accident	each accident	\$100,000
Bodily Injury by Disease	each employee	\$100,000
Bodily Injury by Disease	Policy limit	\$500,000

- Coverage must include a Waiver of Subrogation Endorsement in favor of City and its directors, officers, agents, employees, and volunteers.

## 2. COMMERCIAL GENERAL LIABILITY

### Limits of Liability

	each occurrence	\$1,000,000
	general aggregate	\$2,000,000
	<u>Products-Completed Operations Limit:</u>	\$2,000,000
	<u>Personal and Advertising injury Limit:</u>	\$1,000,000

- Coverage must be equivalent to ISO Form CG0001 or better.
- Coverage must include a Waiver of Subrogation Endorsement in favor of City and its directors, officers, agents, employees, and volunteers.
- Coverage must apply to independent contractors and contractual liability.
- Coverage must apply on a primary and non- contributory basis.

## 3. AUTOMOBILE LIABILITY

### Limits of Liability

Bodily Injury	each accident	\$1,000,000
	Each occurrence	\$1,000,000
Property Damage	each occurrence	\$1,000,000
Or Combined Limit	Each occurrence	\$1,000,000

- If the Contractor owns or has any long term leased vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9).
- Coverage must include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.
- Coverage must include contractual liability for risks assumed in this contract.
- If Federal or State government(s) require a Motor Carrier filing, such filing shall be made available to City upon request.

## 4. PROFESSIONAL LIABILITY

### Limits of Liability

	each occurrence	\$1,000,000
--	-----------------	-------------

- Coverage must remain in effect for a period of not less than two years beyond the termination date of the contract.

- If a claims-made form is used and a change of insurer occurs during the contract period, continuity of coverage must be maintained by either retaining the original retroactive date or exercising the extended reporting period endorsement option from the expired policy for a period of not less than two (2) years, if the replacement insurer will not preserve the original retroactive date.
- Coverage must include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

5. UMBRELLA (Excess) LIABILITY

Limits of Liability

each occurrence	\$5,000,000
aggregate	\$5,000,000

- Must provide coverage in excess of the Employer’s Liability, Commercial General Liability and Auto Liability Coverages (inclusive of the amendments stated above).

6. CYBER INSURANCE

Limits of Liability

each occurrence	\$1,000,000
-----------------	-------------

- Coverage must include cost of notification, cost of identity protection and repair insurance for affected individuals and third-party liability.
- Depending on the situation, other required coverages may include:
  - Regulatory Fines & Penalties
  - PCI Fines & Penalties
  - Cyber Extortion/Ransomware
  - Business Interruption
  - Data Reconstruction
  - Media/Website Liability
  - Breach Response Mitigation
    - Forensic investigations
    - Legal expenses
    - Notifications
    - Identity monitoring

F. GENERAL INSURANCE REQUIREMENTS.

1. CONTRACTOR will secure and maintain throughout the duration of the Agreement, insurance of such types and in such amounts as are specified in Exhibit C.
2. The form, limits, and underwriter of all required insurance coverages is subject to City approval; however, regardless of any City review, it will be the responsibility of CONTRACTOR to maintain the specified insurance coverage at all times.
3. Failure of CONTRACTOR to maintain the specified coverage, or to ensure that any subcontractors maintain the specified coverage, will not relieve CONTRACTOR of any contractual responsibility or obligation.
4. All policies are to contain notice requirements that ensure that thirty (30) days advance written notice will be provided to the City prior to cancellation/renewal or alteration of terms and conditions of the policies.
5. Certificates of Insurance for all of the coverage limits referenced herein must be provided prior to the Effective Date and for each year that the Agreement is in effect.
6. If subcontractors are used, each subcontractor must meet all General Insurance Requirements. It will be the responsibility of CONTRACTOR to ensure that all subcontractors are in compliance with these requirements.
7. All policies other than Worker's Compensation/ Employers Liability, Professional Liability, Crime and Cyber Risk/Network Security are to include the City of Milwaukee its staffs, present and former employees, officers, directors, agents and representatives as additional insureds. The additional insured status should be shown on the Certificates of Insurance.
8. All policies shall be written on an occurrence form, other than professional liability.

## ATTACHMENT C

### SLAVERY AFFIDAVIT OF COMPLIANCE

**PLEASE NOTE:** Effective May 13, 2014, each contractor whose company was established during the slavery era with whom the City enters into a contract, whether or not subject to formal competitive bidding, shall complete an affidavit, prior to or contemporaneous with entering into the contract verifying that the contractor has searched any and all records of the company or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any enslaved persons or slaveholders described in those records must be disclosed in the affidavit.

The CONTRACTOR and all of its SUBCONTRACTORS, if any, must comply with Section 310-14 of the City of Milwaukee Code of Ordinances – Slavery Affidavit Provision.

To reference Milwaukee Code of Ordinances 310-14, please see:

<http://cc-codeweb.milwaukee.gov/code/volume3/ch310.pdf>

The City shall make the information contained in the affidavit available to the public. Any contract between the City and a contractor which fails to provide the requisite affidavit or which includes materially false information on such affidavit shall be rendered null and void.



DEPARTMENT OF ADMINISTRATION  
BUSINESS OPERATIONS DIVISION  
PROCUREMENT SERVICES SECTION

**Affidavit of Compliance**  
**Disclosure of Participation in or Profits Derived from Slavery by Contractors**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

This affidavit of compliance will be the contractor's sworn statement that publicly discloses any slavery policies sold by any companies, or profits from slavery by industries or their predecessors who are doing business with the City of Milwaukee as defined in the Milwaukee Code of Ordinances 310-14. **NOTE: Effective May 13, 2014, Contractors whose company was established during the slavery era, whether or not subject to competitive bidding, shall complete this Affidavit prior to entering into a contract.**

Please check one:

- This business **was** in existence during or prior to the slavery era (1865). I have searched any and all records for records of investments or profits from slavery, and have found no such records.
- This business **was** in existence during or prior to the slavery era (1865). I have searched any and all records for records of investments or profits from slavery, and am disclosing the findings below.

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

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

Authorized Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

---

Subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at  
\_\_\_\_\_ County, \_\_\_\_\_ State.

\_\_\_\_\_  
Notary Public Signature  
\_\_\_\_\_  
Printed Name  
My commission expires: \_\_\_\_\_

(SEAL)

**Please Return to:**  
DOA-BOD-Procurement Services  
200 E. Wells Street, Room 601  
Milwaukee, WI 53202

procurement.services@milwaukee.gov








Proposal Grand Total Cost: \$ \_\_\_\_\_  
(in Numbers)

\_\_\_\_\_ Dollars  
(in Words)

NOTE: Proposed Cost MUST be entered in both numerals and in words. In case of variation between the two, the words will prevail.

Name/Title of  
Authorized Signer: \_\_\_\_\_

Signature/Date: \_\_\_\_\_

**ATTACHMENT E**  
**VENDOR REFERENCE FORM**

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

Reference Name/Organization (Client) Name: \_\_\_\_\_

Current or Past Client: \_\_\_\_\_ Were you the Prime or Sub-contractor? \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

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

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

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

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

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

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

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

Please provide a Detailed Description of the Equipment and Services Provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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

RE: Milwaukee Water Works Equity-Based Lead Service Line Replacement Expansion Request for Proposal

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


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

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

\_\_\_\_\_ Signature

\_\_\_\_\_ Date

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

\_\_\_\_\_ Title

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

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

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

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

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

**ATTACHMENT G**  
**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_)  
  ) ss.  
County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes  
and says that:

(1) Bidder is \_\_\_\_\_  
of       (owner, partner, officer, representative, or agent)

\_\_\_\_\_, the Bidder that has  
submitted the attached Bid;

(2) Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Commissioner of Public Works or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

*(Check One)*

\_\_\_\_\_  
Signature of :

\_\_\_\_\_ Bidder if the bidder is an individual;

\_\_\_\_\_ Partner if the bidder is a partnership;

\_\_\_\_\_ Officer if the bidder is a corporation.

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

---

Notary Signature

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

**ATTACHMENT H**  
**PROPOSER'S DOCUMENT SUBMITTAL CHECKLIST**

Authorized Proposer Initials	Required Documents and Sequence	For City Staff Use Only
	Proposer shall submit one original Project Proposal and one original Cost Proposals, and one (1) electronic copy of each Project Proposal on a flash drive. The Project Proposal and Cost proposals shall be submitted in separate sealed packages <b>The proposals shall be marked original and bear all original signatures.</b>	
	Cover page and table of contents	
	Introductory/Cover Letter	
	Company Experience/Capabilities Detailed Response	
	Program Items – Detailed Response	
	Exceptions to Any Portion of the solicitation and contract Requirements	
	Completed Slavery Affidavit of Compliance – <b>Attachment C</b>	
	Completed Vendor Reference Forms (5) – <b>Attachment E</b>	
	Completed Designation of Confidential, Trade Secret and Proprietary Information Form – <b>Attachment F</b>	
	Completed Non-Collusion Affidavit - <b>Attachment G</b>	
	Completed Proposer's Document Submittal Checklist – <b>Attachment H</b>	
	Completed Proposer's Acknowledgements – <b>Attachment I</b>	
	Local Business Enterprise Program: Affidavit of Compliance- <b>Attachment J</b>	
	Local Business Enterprise Program: Business Property Location Form- <b>Attachment K</b>	
	Small Business Enterprise Form A – <b>Attachment M</b>	

**NOTES:**

All of the original documents requiring signatures or initials, including the cost proposal, are to be manually signed – no signature facsimiles.

The information being requested is material to the nature of this RFP. Failure to submit the above requested information with your proposal and in the sequence and scope detailed herein may result in your Proposal being deemed non-responsive. Please make sure that the documents you submit with your Proposal fulfill the requirements set forth in this RFP.



**ATTACHMENT I**  
**PROPOSER'S ACKNOWLEDGEMENTS**

Please review and initial below to acknowledge you have read, understand and can meet the following specific provisions and requirements contained within this RFP document.

Authorized Proposer Initials	Required Documents	For City Staff Use Only
	Bonding Requirements for Selected Firm – Section 1.7	
	City of Milwaukee Standards Terms and Conditions – <b>Attachment A</b>	
	Insurance Requirements - <b>Attachment B</b>	
	General Conditions and Requirements – Section 6.1 through 6.10	
	City of Milwaukee Department of Public Works General Specifications	
	Professional Services Contract- <b>Attachment L</b>	



**DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
ATTACHMENT J**

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

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

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

This signed and notarized affidavit of compliance will be the contractor’s sworn statement that the business satisfies all of the following criteria:

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

**IMPORTANT: Is your business certified as a Small Business Enterprise (SBE) with the City of Milwaukee?**

**Please Select: \_\_\_ Yes or \_\_\_ No**

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

**SITE VISITS:** Please note the contractor agrees to allow the City to verify Local Business Enterprise

status by allowing City Staff to visit the operation(s) of the business that is seeking Local Business Enterprise status at any time without notice, in an effort to maintain the integrity of the City's bidding process.

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

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

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

Date: \_\_\_\_\_

**PLEASE SUBMIT THIS FORM WITH YOUR PROPOSAL**



DEPARTMENT OF ADMISTRATION  
PURCHASING DIVISION- ATTACHMENT K

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

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

Bid / RFP # \_\_\_\_\_

**Property Location 1**

Name:	
Address:	
City, State, Zip	
Total Square Feet	

**Property Location 2**

Name:	
Address:	
City, State, Zip	
Total Square Feet	

**Property Location 3**

Name:	
Address:	
City, State, Zip	
Total Square Feet	

**Property Location 4**

Name:	
Address:	
City, State, Zip	
Total Square Feet	

**PLEASE SUBMIT THIS FORM WITH YOUR PROPOSAL**

**CONTRACT NO. C641XXXXXX**

**PROFESSIONAL SERVICES AGREEMENT  
THE CITY OF MILWAUKEE  
AND  
<COMPANY NAME>**

**ATTACHMENT L**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Milwaukee, a municipal corporation organized under the laws of the State of Wisconsin acting through its Commissioner of Public Works (the "City"), and <COMPANY NAME>, a corporation organized under the laws of the State of Wisconsin (the "Consultant").

**WHEREAS**, the City has determined that <COMPANY NAME> is qualified to provide the technical services, installation, data migration, training and related equipment and services for an Enterprise Asset Management System;

**WHEREAS**, the City issued a Request for Proposal (the "RFP") on <DATE> requesting proposals to provide an Enterprise Asset Management System;

**WHEREAS**, the Consultant desires to provide the professional services to the City upon the terms and conditions hereinafter set forth;

**WHEREAS**, the Consultant represents itself as being capable, experienced, and qualified to undertake and perform those certain services as hereinafter set forth as are required in accomplishing fulfillment of its obligation under the terms and conditions of this Agreement as an independent Consultant and not as an employee of the City;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the City and the Consultant promise and agree as follows:

**ARTICLE I**

**Retention of Services**

The City hereby agrees to engage the Consultant and the Consultant hereby agrees to personally perform, as an independent Consultant and not as an employee of the City, the services identified in the first whereas clause and hereinafter set forth, all in accordance with the terms and conditions of this Agreement, the RFP (Exhibit I) and the Consultant's Proposal dated <DATE> (Exhibit II) (collectively, the "Contract Documents").

**ARTICLE II**

**Term of Agreement and Early Termination**

2.1 Term of Agreement. The term of this Agreement shall commence on the date hereof, and shall end upon the earlier of: (i) December 29, 2023 or (ii) completion and acceptance of the Project. In addition to all other remedies inuring to the City should this Agreement not be completed by the dates specified in this Section 2.1, in accordance with all the terms, requirements, and conditions set forth in the Contract Documents, the Consultant shall continue to be obligated thereafter to fulfill the Consultant's responsibility to complete the scope of services and to execute any necessary amendments to this Agreement.

2.2 Changes. The City may authorize changes in the Contract Documents. Such changes, including any increase or decrease in the contracted scope of services and/or increase or decrease in the amount of the Consultant's compensation and/or completion date which are mutually agreed upon by and between the City and Consultant, shall be incorporated in written amendments to the Contract Documents. No changes to this Contract shall be valid unless incorporated as a written, mutually agreed amendment thereto.

2.3 Termination for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement,

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

2.4 **Termination for Convenience.** The City may terminate this Agreement at any time and for any reason by giving written notice to the Consultant of such termination and specifying the effective date, at least seven days before the effective date of such termination. If this Agreement is terminated by the City pursuant to this Section 2.4, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the Consultant covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by the Consultant will be determined by the City.

**ARTICLE III**

**Scope of Services**

The Consultant is required to perform, do and carryout in a satisfactory, timely, and professional manner the services set forth in the Contract Documents. The Consultant is required to furnish all services and labor necessary as indicated in the Contract Documents, including without limitation, materials, equipment, supplies, and incidentals. The scope of services to be performed hereunder shall include, without limitation, those services set forth in Exhibit II attached hereto. The City may, from time to time, request the Consultant to perform additional services which are not set forth in the Contract Documents. In the event that such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.

**ARTICLE IV**

**Standards of Performance**

The Consultant agrees that the performance of the services, pursuant to the terms, conditions and agreements of this Agreement, shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances providing like services. The Consultant agrees to abide by all federal, state and local laws, regulations, and ordinances, and all provisions of this Agreement.

**ARTICLE V**

**Compensation and Terms of Payment**

5.1 **Compensation.** The Consultant will be compensated by the City for the services provided under this Agreement on a lump sum basis, subject to the terms, conditions and contingencies set forth herein.

5.2 **Not to Exceed.** Notwithstanding the foregoing Section 5.1, total compensation to the Consultant under this Agreement shall not exceed pricing as listed below.

<b>Costs for On-Premise</b>	
Licensing	
Portal Licensing	
Implementation	
Annual Maintenance (X Years)	
<b>Total Not to Exceed</b>	
<b>Costs for Hosted SAAS</b>	

Licensing	
Portal Licensing	
Implementation	
Annual Maintenance (X Years)	
<b>Total Not to Exceed</b>	

5.3 Invoicing and Payments. Payments to the Consultant for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Consultant to the City. These invoices shall document costs to date to the same level of detail as the level of effort spreadsheet (labor hours by position, labor costs by position, overhead costs, fixed fee, direct expenses, and subconsultant costs) along with percent completion of each task. Invoices shall be reviewed and approved by the Commissioner of Public Works or his designee. The final five percent (5%) of the contract amount shall be retained. The final payment of the balance due the Consultant for the completed services shall be made upon completion and acceptance by the City of the services performed by the Consultant under this Agreement. All payments made under this Agreement shall be subject to the City's prompt payment policy set forth in section 5.4, below.

5.4 Prompt Payment Policy. The City, as a matter of policy, shall strive to make timely payment on all invoices. Payments to the Consultant will be deemed timely if the payment is mailed, delivered, or transferred within forty-five calendar days after receipt of a properly completed invoice or receipt and acceptance of the service under the work order, whichever is later. If the City does not make payment by the 45<sup>th</sup> calendar day, the City shall pay simple interest beginning with the 31<sup>st</sup> calendar day at the rate of one percent per month (unless the City disputes the amount of the invoice).

5.5 Additional Fringe or Employee Benefits. The Consultant shall not receive nor be eligible for any fringe benefits or any other benefits to which City employees are entitled to or are receiving.

5.6 Taxes, Social Security, Insurance, and Government Reporting. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of the Consultant receiving payment under this Agreement shall be the sole responsibility of the Consultant.

5.7 Withholding of Salaries. If in the performance of this Agreement, there is an underpayment of salaries by the Consultant or by any subcontractor thereunder, the City shall withhold from the Consultant out of payments due to it an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the City for and on account of the Consultant or subcontractor, if any, to the respective employees to whom they are due.

## **ARTICLE VI**

Personnel, Qualifications, Subcontracting

6.1 Required Personnel. The Consultant represents that it has or will secure at its own expense all personnel required to perform the services set forth in the Contract Documents. These personnel shall not be employees of or have any contractual relationship to the City.

6.2 Fully Qualified. The Consultant represents that all personnel engaged in the performance of the services set forth in the Contract Documents shall be fully qualified and shall be authorized or permitted under state and local law to perform the services.

6.3 Subcontracting. None of the services to be performed under the Contract Documents shall be subcontracted without the prior written approval of the City. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. The Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it, as it is for acts and omissions of persons directly employed by it.

## **ARTICLE VII**

### **Indemnification and Defense of Suits**

In case any action in court, claim, or proceeding before an administrative agency is brought against the City or any of its officers, agents, or employees for the failure, omission, or neglect of the Consultant, in whole or in part, to perform any of the covenants, acts, matters, or things by this Agreement undertaken, or for injury or damage caused by the negligence of the Consultant, its officer, agents and employees, the Consultant shall defend, indemnify, and save harmless the City and its officers, agents, and employees from all losses, damages, costs, expenses, judgments, or decrees arising out of such action. Provided, however, that in no event shall consultant's total liability for loss (indemnity or defense) exceed consultant's prorata share of all fault causing any injury or loss. The City shall tender the defense of any claim or action at law or in equity to the Consultant or the Consultant's insurer, and upon such tender, it shall be the duty of the Consultant or the Consultant's insurer to defend such claim or action without cost or expense to the City or its officers, agents, or employees. The Consultant shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Agreement and for the results therefrom. Nothing

in this Article VII shall be construed to impose liability on the Consultant for the negligence of the City, or of its officers, agents, or employees in the performance of this Agreement.

## **ARTICLE VIII**

### **Insurance**

The Consultant shall be solely responsible to meet the Consultant's insurance needs as required by the City, including public and professional liability and property damage, during the term of this Agreement or any extension thereof. A Certificate of Insurance shall be provided to the City as evidence thereof naming the City as an additional insured for public liability and property damage, and providing for a 30 day notice to the City prior to termination or cancellation of the policy. The City reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement. The minimum limits of insurance required by the City under this Agreement are set forth in Exhibit I attached hereto.

## **ARTICLE IX**

### Conflicts of Interest

9.1 The City - Governing Body. No officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement. No member of the Governing Body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

9.2 Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of the Consultant or its employee must be disclosed to the City.

## **ARTICLE X**

### **Non-Discrimination and Equal Employment**

10.1 Discrimination. The Consultant agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories; not to discriminate for the same reasons in regard to tenure, terms, or conditions of employment; not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any rule or employment policy which discriminates between employees on account of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories.

10.2 Subcontracts. The Consultant shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

## **ARTICLE XI**

### **Addresses and Notices**

Unless otherwise provided in the Contract Documents, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "notice"), herein provided or permitted to be given, made or accepted by one party to the other must be in writing and may be given or be served by depositing the same in the United States mail, postage paid and certified and addressed to the party to be notified, with return receipt requested. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited. Notice given in any other manner should be effective only if and when received by the party to be notified. For the purpose of notice, the address of the parties shall be as follows:



If to the City, to:

Commissioner of Public Works  
City of Milwaukee  
Frank P. Zeidler Municipal Building  
841 North Broadway, Room 501  
Milwaukee, WI 53202

Attn: Patrick Pauly  
Superintendent of Milwaukee Water Works

If to the Consultant, to:

<COMPANY>  
<ADDRESS>  
<ADDRESS>

Attn: <NAME>

## ARTICLE XII

### Records, Audits, Confidentiality

12.1 Access to Records. The Consultant shall maintain books, records, documents and other evidence directly pertinent to performance under this Agreement in accordance with accepted applicable professional practices. The City, or any of its duly authorized representatives, shall have access to such books, records, documents, papers, or any records of the Consultant which are directly pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

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

## ARTICLE XIII

### Small Business Enterprise (SBE) Program

**13.1 Policy and Goal. In accordance with Chapter 370 of the Milwaukee Code of Ordinances, Small Business Enterprise requirement, it is the City's policy to accomplish Small Business Enterprise (SBE) participation in all contracting activities in the City's Department of Public Works. The City has established for itself an overall goal of eighteen percent (18%) SBE participation for Public Works contracts. In an effort to meet these overall goals, the Commissioner of Public Works, as Contracting Officer for the City, expects the Consultant to use its best efforts to enable SBEs to be considered fairly as subcontractors and material suppliers under all Public Works contracts. The requirement for this Agreement is 18% SBE participation.**

13.2 Forms and Reports. The Consultant shall prepare and submit accurate and timely SBE utilization forms and reports to the City. The reports shall include, but not be limited to, Project Participation (SBE Form A), Monthly Utilization (SBE Form D), and SBE Subcontractor Payment Certification (Form E) forms as directed. Failure to submit the required forms and reports to the City may result in disqualification of future bids, delay of payments, or other appropriate sanctions. Final contract payments will not be made until final SBE Utilization Reports and SBE Subcontractor Payment Certification forms are on file with the City.

13.3 Compliance Reviews. During the performance of this Agreement, the Commissioner reserves the right to conduct compliance reviews. If the Consultant is not in compliance with the specifications, the Commissioner will notify the Consultant in writing of the corrective action that will bring the Consultant into compliance. If the Consultant fails or refuses to take corrective action as directed, the Commissioner may take one or more of the following actions: (i) Terminate or cancel this Agreement, in whole or in part; (ii) Remove the Consultant

from the list of qualified firms and refuse to accept future proposals for a period not to exceed three years; or (iii) Impose other appropriate sanctions.

#### ARTICLE XIV

##### Additional Provisions

14.1 Captions. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience, but shall never be considered or given any effect in construing this Agreement or the duties, obligations or liabilities of the respective parties hereto, or in ascertaining intent if any questions of intent should arise.

14.2 Severability. The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

14.3 Entire Agreement. This Agreement, and the Exhibits attached hereto, constitute the entire agreement between the parties hereto relating to the subject matter hereof, and all prior agreements, correspondence, discussions and understandings of the parties (whether oral or written) are merged herein and made a part hereof, it being the intention of the parties hereto that this Agreement shall serve as the complete and exclusive statement of their agreement together.

14.4 No Additional Waiver Implied. The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by any other party hereto, but the obligation of such other party with respect to such future performances shall continue in full force and effect.

14.5 Amendment. This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

14.6 Applicable Law and Venue. This Agreement and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Milwaukee County for matters arising under state law and in Federal District Court for the Eastern District of Wisconsin for matters arising under federal jurisdiction.

14.7 Independent Consultant. In performing its obligations under this Agreement, the Consultant shall act as an independent consultant solely for its own account and not as an agent, representative, or employee of the City.

14.8 Assignment. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. The employment by the City of the Consultant to perform the services set forth in this Agreement is a personal contract and the Consultant shall not assign, sublet or transfer the Consultant's interest or obligations under the provisions of this Agreement without the prior written consent of the City. Provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notices of any such assignment or transfer shall be furnished promptly to the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

14.9 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

14.10 Conflicts. In the event of conflicts between provisions of the base contract and/or the provisions of any of the contract exhibits, the various documents shall govern in the following order: The Agreement, Exhibit II, Exhibit I.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year set forth above.

<COMPANY>

By: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF MILWAUKEE

By: \_\_\_\_\_ Commissioner of Public Works

Date: \_\_\_\_\_

CITY ATTORNEY

Examined and approved as to content  
This \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Assistant City Attorney

Date: \_\_\_\_\_

COUNTERSIGNED

By: \_\_\_\_\_  
Comptroller

Date: \_\_\_\_\_

CITY ATTORNEY

Examined and approved as to execution  
This \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Assistant City Attorney

**ATTACHMENT M**  
**FORM A AND SMALL BUSINESS ENTERPRISE PROVISIONS**



CITY OF MILWAUKEE | OFFICE OF EQUITY & INCLUSION
FORM A – CONTRACTOR COMPLIANCE PLAN

This compliance plan must be completed in its entirety and is a required submission with an Invitation to Bid or a Request for Proposal (RFP) if the solicitation includes an SBE requirement and/or if a Proposer is seeking to earn SBE bonus points as it relates to an RFP. Additionally, in order to qualify, an active (non-expired) certificate confirming Small Business Enterprise (SBE) certification issued by the City of Milwaukee Office of Equity and Inclusion for each SBE firm must accompany this form. The SBE firm must be certified at the time of bid opening and/or RFP closing.

I. GENERAL INFORMATION (REQUIRED)

Bid/RFP # \_\_\_\_\_ Total SBE % \_\_\_\_\_ Total proposed Bid/RFP amount \$ \_\_\_\_\_

Description of SBE Firm Participation

[Empty rectangular box for description of SBE firm participation]

II. PRIME CONTRACTOR INFORMATION (REQUIRED)

Contractor Name \_\_\_\_\_
Address \_\_\_\_\_
City, State, Zip Code \_\_\_\_\_
Contact Person \_\_\_\_\_ Title \_\_\_\_\_
Phone Number \_\_\_\_\_ E-mail Address \_\_\_\_\_
Prime Contractor City of Milwaukee SBE certified? Yes \_\_\_\_\_ No \_\_\_\_\_

III. ACKNOWLEDGEMENT (REQUIRED)

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

Name of Authorized Representative \_\_\_\_\_ Signature \_\_\_\_\_
Title \_\_\_\_\_ Date \_\_\_\_\_

FOR STAFF USE ONLY

SBE Firm(s) providing service/commodity consistent with NAICS Code(s) and Prime's scope of service? Yes \_\_\_\_\_ No \_\_\_\_\_
SBE certification(s) verified? Yes \_\_\_\_\_ No \_\_\_\_\_
OEI Analyst \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_
Department Representative \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_



CITY OF MILWAUKEE | OFFICE OF EQUITY & INCLUSION

FORM A – CONTRACTOR COMPLIANCE PLAN

List all subcontractor information in its entirety, identifying the Contractor’s SBE designation. Individual subcontractor SBE percentages should equal the overall participation as listed on Page 1. Please visit the following website to access the list of City of Milwaukee SBE certified firms: <https://milwaukee.diversitycompliance.com/>

IV. SUBCONTRACTOR INFORMATION

Contractor Name \_\_\_\_\_
Address \_\_\_\_\_
City, State, Zip Code \_\_\_\_\_
Contact Person \_\_\_\_\_ Title \_\_\_\_\_
Phone Number \_\_\_\_\_ E-mail Address \_\_\_\_\_
Subcontractor SBE-certified? Yes \_\_\_\_\_ No \_\_\_\_\_

Please identify the proposed commodity or service, award amount and contract percentage the subcontractor will fulfill.

Proposed award amount \$ \_\_\_\_\_ Percentage of contract \_\_\_\_\_ %
Work performed/materials provided \_\_\_\_\_
Name of Owner/Representative \_\_\_\_\_
Signature of Owner/Representative \_\_\_\_\_ Date \_\_\_\_\_

Contractor Name \_\_\_\_\_
Address \_\_\_\_\_
City, State, Zip Code \_\_\_\_\_
Contact Person \_\_\_\_\_ Title \_\_\_\_\_
Phone Number \_\_\_\_\_ E-mail Address \_\_\_\_\_
Subcontractor SBE-certified? Yes \_\_\_\_\_ No \_\_\_\_\_

Please identify the proposed commodity or service, award amount and contract percentage the subcontractor will fulfill.

Proposed award amount \$ \_\_\_\_\_ Percentage of contract \_\_\_\_\_ %
Work performed/materials provided \_\_\_\_\_
Name of Owner/Representative \_\_\_\_\_
Signature of Owner/Representative \_\_\_\_\_ Date \_\_\_\_\_

If you need to provide additional subcontractor information, please duplicate this page as needed.

## City Of Milwaukee

### Department Of Public Works

#### Small Business Enterprise (SBE) Provisions

##### I. General

- A. In accordance with Chapter 370 of the Milwaukee Code of Ordinances, Small Business Enterprise (SBE) participation is required in all contracting activities of the Department of Public Works. The ordinance requires that certified SBEs be utilized for 25% of the total dollars annually expended through prime contracts or subcontracts for Construction and the purchase of Goods and Services. For the purchase of Professional Services the requirement is 18%. To that end, the Commissioner of Public Works, as a contracting officer for the City, requires all bidders to utilize SBEs as subcontractors and material suppliers on all contracts. For this contract, bidders are required to achieve the minimum percent of SBE participation listed in the Acknowledgements page/section and/or the Official Notice document.
- B. The prime contractor shall prepare and submit accurate and timely SBE utilization forms and reports to the Department of Public Works. The reports shall include, but not be limited to, Compliance Plan (Form A), and payment monitoring reports submitted via B2GNow (<https://milwaukee.diversitycompliance.com/>) as directed. Failure to submit the required forms and reports to the Department of Public Works may result in disqualification of future bids, delay of payments, or other appropriate sanctions. Final contract payments will not be made until final SBE subcontractor payments are confirmed with the Department of Public Works.
- C. During the performance of this contract, the Department of Public Works reserves the right to conduct compliance reviews. If the contractor is not in compliance with the specifications, the Commissioner of Public Works will notify the contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed, the Department of Public Works may take one or more of the actions listed below:
1. Terminate or cancel the contract, in whole or in part.
  2. Consider possible debarment of the prime contractor from bidding.
  3. Withhold payments on the contract.
  4. Any other remedy available to the City at law or in equity.

##### II. Definitions

- A. "SMALL BUSINESS ENTERPRISE" (SBE) means a small business concern that is 51% owned, operated and controlled by one or more individuals who are a minority, woman and/or a small business owner (who is at an "economic disadvantage"). The individuals must have day-to-day operational and managerial control and interest in capital, financial risks and earnings commensurate with the percentage of their ownership.
- B. "OWNED, OPERATED AND CONTROLLED" means a business which is one of the following:
1. A sole proprietorship legitimately owned and operated and controlled by a minority, women or an individual at a disadvantage as defined in Chapter 370.
  2. A partnership or joint venture legitimately owned, operated and controlled by individuals who are minorities, women or individuals who are at a disadvantage and who own at least 51% of the beneficial ownership interests in the enterprise and who hold at least 51% of the voting interests of the enterprise eligible as defined in Chapter 370.
  3. A corporation legitimately owned, operated and controlled by one or more individuals who are a minority, woman or individual at a disadvantage and who own at least 51% of the

outstanding shares and who hold at least 51% of the voting interests of the corporation eligible as defined in Chapter 370.

### III. SBE Utilization Requirements

- A. Each prime contractor shall utilize SBE to the minimum percent listed in the Acknowledgements section/page and or Official Notice Document for this contract. Note that the prime contractors shall be required to attain SBE participation on their base bid excluding specified allowances, alternatives, and change orders. SBE commitments relative to contract award shall be based upon the approved SBE Compliance Plan (Form A).
- B. The determination of SBE utilization shall be based on the following criteria:
1. The firms identified as SBE by the prime contractor on the SBE Compliance Plan (Form A) must be certified by the Office of Equity and Inclusion prior to bid opening.
  2. The prime contractor shall be credited for the entire expenditure to SBE firms only if all of the identified scope of work is performed directly by the certified SBE firm.
  3. The prime contractor shall be credited for the entire expenditure to SBE manufacturer only if the manufacturer produces goods from raw materials or substantially alters them for resale. Only 20% of the SBE goals may be expended for SBE suppliers that do not manufacture products they supply.
  4. The prime contractor shall count toward the SBE requirement only those payments to SBEs who perform a commercially-useful function in the actual performance of the contract. While that generally means an SBE should be engaged in direct contract work, a “commercially-useful function” may also include management of a third tier subcontractor. For example, while an SBE trucking subcontractor is always expected to perform some direct work on the project, in some cases it may become necessary to subcontract work out to one or more third tier subcontractors. If a third tier subcontractor is also an SBE, the full amount of the work performed by that third tier SBE can be counted toward SBE participation. However, if the third party subcontractor is not an SBE, the prime contractor may only count 20% of the amount being subcontracted to the third tier non-SBE subcontractor. SBEs are required to notify the Department of Public Works if they subcontract out work so that the Department can determine how much, if any, of the subcontracted work can be counted toward the SBE requirement. The Commissioner of Public Works will make the final determination and evaluation of whether the SBE is performing a commercially-useful function.
- C. The contractor, by signing and submitting a bid, certifies that the contractor understands the provisions of Chapter 370 and knows of and intends to comply with them. The completed SBE Compliance Plan (Form A) must be submitted by the apparent low bid contractor with the bid and is an element of bid responsiveness. Incomplete SBE Compliance Plans (Form A) or inaccurate SBE Compliance Plans will not be accepted and will render the bid unresponsive.
1. Information on Form A shall include, but not be limited to:
    - a. The names, addresses, telephone numbers, copy of City of Milwaukee SBE Certification, SBE Certification designation and contact person names for the certified SBE contractors that will participate on the project as subcontractors or suppliers;
    - b. A description of the scope of work to be performed by the SBE on this project; and
    - c. The SBE contractor dollar value(s) and corresponding percentages that the dollar values represent of the total contract amount.



2. Listing an SBE on the Compliance Plan (Form A) shall constitute a representation that the contractor has communicated directly with the SBEs listed. If awarded the contract, the bidder will enter into a subcontract with the firm for the portion of the work listed.
3. SBE participation is an element of bid responsiveness. Failure to meet the specified SBE requirements will render the bid unresponsive. The contract may then be awarded to the next apparent low bidder. Under certain circumstances, failure to meet specified SBE requirements after submission of an apparent low bid may result in surrender of the bidder's bid bond.
4. Only SBEs that have been certified by the Office of Equity and Inclusion may be listed on the SBE Compliance Plan (Form A) and counted towards the percentage requirements on this project. A listing of the currently City certified SBE firms is maintained at:

Office of Equity and Inclusion  
200 East Wells Street  
City Hall, Room 606  
Milwaukee, Wisconsin 53202  
Phone: (414) 286-5553  
FAX: (414) 286-8752  
[city.milwaukee.gov/oei](http://city.milwaukee.gov/oei)  
[oei@milwaukee.gov](mailto:oei@milwaukee.gov)

- D. After execution of the contract, if for any reason an SBE cannot perform, the prime contractor shall contact the Commissioner of Public Works for approval to substitute another certified SBE firm. The prime contractor must submit a written request for substitution which specifies the reasons for the request. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor. If the prime contractor cannot find another certified firm to do the work at a comparable price, a non-SBE firm may be substituted with the approval of the Commissioner of Public Works.
- E. If the prime contractor has a problem in meeting the SBE requirements or if any other problems relative to SBE(s) arise during the completion of this project, the prime contractor shall immediately contact the Commissioner of Public Works.
- F. Certification from programs other than the Office of Equity and Inclusion is neither accepted by the City of Milwaukee nor do they have any bearing whatsoever on the eligibility criteria established by the City of Milwaukee.
- G. Right to Appeal.

All contracts awarded under ss.7-14-2 and 7-22 of the City Charter shall be awarded by the Commissioner of Public Works to the lowest responsible bidder determined in accordance with applicable City ordinances for participation of the Office of Equity and Inclusion. Following the opening of any bid involving a determination under applicable City ordinances for participation of SBE, the Commissioner of Public Works shall make a written recommendation as to the lowest responsible bidder and notify all bidders by publication in an official City newspaper as to the content of the written recommendation. Any bidder who objects to the recommendation on grounds of determinations made under applicable City ordinances for participation of SBE may appeal the recommendation on such grounds by filing a written appeal with the Commissioner of Public Works within five (5) working days of the date of publication. The appeal shall state the specific objection to the recommendation, include supporting documentation and specify an alternative recommendation. The Commissioner of Public Works shall schedule a hearing before an appeals committee consisting of the Chair of the Economic Development Committee or the Chair's designee, a member of the Economic Development Committee selected by the Chair and the Director of the Office of Equity and Inclusion to be held within five (5) days of receipt of the appeal. The Committee shall have authority by majority vote to affirm or set aside the recommendation of the Commissioner of Public Works and its decision in this regard shall be final. In the event a timely appeal, meeting the requirements above is not filed, or the Committee affirms

the Commissioner's recommendation following a timely appeal, meeting the requirements above, the Commissioner shall make an award in accordance with the recommendation.

H. **Percentage of Required SBE Participation**

Construction 25%

The Purchase of Goods and Services 25%

The Purchase of Professional Services 18%

Rev. 1-2021

**SBE provisions 1-2021**