

MILWAUKEE CIVIC PARTNERSHIP AGREEMENT – EXHIBIT A:
RFP No. 12126 and Attached Documents

City of Milwaukee
 Department of Administration – Business Operations Division – Procurement Services Section

Request for Proposal (RFP)

For

A CONSULTANT FOR THE MILWAUKEE CIVIC PARTNERSHIP INITIATIVE (MCPI) MARKETING SERVICES

Vendor Company Name:	Purchasing Agent:	KAREN D. JEFFRIES
	Phone:	414-286-3612
Address:	E-Mail:	KDJEFFR@MILWAUKEE.GOV
	Bid Closing Date:	THURSDAY, NOVEMBER 8, 2012
	Bid Closing Time:	2:00PM (C.S.T.)

Ship to Address:	Bill to Address:
DOA – BUSINESS OPERATIONS DIVISION 200 E. WELLS STREET, ROOM 601 MILWAUKEE, WI 53202-3560	DOA – BUSINESS OPERATIONS DIVISION 200 E. WELLS STREET, ROOM 601 MILWAUKEE, WI 53202-3560

Request for Proposal (RFP) Information

THE CITY OF MILWAUKEE IS ACCEPTING PROPOSALS ON BEHALF OF THE DEPARTMENT OF ADMINISTRATION – BUSINESS OPERATIONS DIVISION FOR A VENDOR SERVICE CONTRACT. THE SUCCESSFUL CONSULTANT WILL PROVIDE MILWAUKEE CIVIC PARTNERSHIP INITIATIVE (MCPI) MARKETING SERVICES ON A COMMISSION BASIS THAT WILL CONSIST OF THE MARKETING OF CITY ASSETS FOR ADVERTISING, SPONSORSHIP AND NAMING RIGHTS TO CORPORATIONS AND NON-PROFIT ORGANIZATIONS.

ADDITIONAL REQUIREMENTS:

THE CONSULTANT WILL BE REQUIRED TO WORK WITH THE CITY TO PROVIDE UPDATES TO THE COMMON COUNCIL ON THE PROGRESS OF THE MCPI AND APPEAR BEFORE THE MILWAUKEE COMMON COUNCIL (OR ANY COMMITTEE THEREOF) FOR FINAL APPROVAL OF REQUEST FOR PROPOSALS AND PARTNERSHIP AGREEMENTS.

WILL YOU COMPLY WITH THESE REQUIREMENTS?

YES NO

INDEMNIFICATION:

THE CONSULTANT WILL BE REQUIRED TO INDEMNIFY AND HOLD THE CITY HARMLESS FOR ANY LIABILITY INCURRED AS A RESULT OF THE CONSULTANT'S ACTIONS.

WILL YOU COMPLY WITH THESE REQUIREMENTS?

YES NO

Item #	Description of Item or Service	Qty	UOM
1	REQUEST FOR PROPOSAL FOR THE MILWAUKEE CIVIC PARTNERSHIP INITIATIVE MARKETING CONSULTANT SERVICES IN ACCORDANCE WITH MILWAUKEE COMMON COUNCIL SUBSTITUTE RESOLUTION FILE NUMBER 120396, ATTACHMENT A- SCOPE OF SERVICES DATED OCTOBER 3, 2012 ENTITLED "A CONSULTANT FOR THE MILWAUKEE CIVIC PARTNERSHIP INITIATIVE (MCPI) MARKETING SERVICES", EXHIBIT#1: LIST OF POTENTIAL ASSETS AND OPPORTUNITIES AVAILABLE FOR SPONSORSHIP, EXHIBIT#2: INSURANCE REQUIREMENTS AND APPENDIX A: COST PROPOSAL RFP NUMBER 12126 WORKSHEET	1	SERVICE

PROPOSERS ARE TO UTILIZE **APPENDIX A – COST PROPOSAL RFP NUMBER 12126 WORKSHEET FOR SUBMITTING THEIR PRICING FOR THIS SERVICE.** UTILIZATION OF A DOCUMENT OTHER THAN APPENDIX A FOR SUBMITTING THE PRICING WILL RESULT IN PROPOSAL REJECTION.

AWARD STATEMENT

AWARD WILL BE MADE TO THE HIGHEST RANKED PROPOSER COMPLYING WITH THE RFP SPECIFICATIONS AND DELIVERY REQUIREMENTS BASED ON THE FOLLOWING AWARD CRITERIA:

COMPLIANCE WITH PROPOSAL SUBMITTAL REQUIREMENTS - **PASS/FAIL**

- A. QUALITY OF PROPOSAL TO COMPLETE SCOPE OF SERVICES – **35 POINTS MAXIMUM**
- B. QUALIFICATIONS AND EXPERIENCE – **35 POINTS MAXIMUM**
- C. PRICE * – **30 POINTS MAXIMUM**

BONUS POINTS:

- D. M/W/SBE PARTICIPATION – **MAXIMUM OF 10 POINTS**
- E. LOCAL BUSINESS ENTERPRISE PARTICIPATION ** – **UP TO 5% MAXIMUM POINTS**

NOTES:

* ALL EIGHT (8) COPIES, ORIGINAL AND ELECTRONIC CD-ROM COPIES OF THE COST PROPOSAL DOCUMENT (APPENDIX A) SHALL BE ENCLOSED IN A SINGLE, CLEARLY MARKED, SEALED ENVELOPE AND SUBMITTED WITH THE PROPOSAL COPIES.

** THIS RFP INCLUDES LOCAL BUSINESS ENTERPRISE (LBE) AWARD STANDARDS PURSUANT TO CHAPTER 365 OF THE CITY CODE OF ORDINANCES. IT IS THE PROPOSER'S RESPONSIBILITY TO FAMILIARIZE ITSELF WITH THE ORDINANCE PRIOR TO SUBMITTING ITS PROPOSAL. IN ORDER TO QUALIFY FOR THE LBE AWARD STANDARD, PROPOSERS MUST SUBMIT A COMPLETED AFFIDAVIT OF COMPLIANCE WITH THE PROPOSAL.

THIS DOCUMENT IS POSTED ON THE PROCUREMENT SERVICES SECTIONS WEBPAGE WITH THE RFP.

IF A LOCAL BUSINESS ENTERPRISE (LBE) IS A RESPONSIVE AND RESPONSIBLE PROPOSER, AN ADDITIONAL NUMBER OF POINTS EQUAL TO 5% OF THE MAXIMUM NUMBER OF POINTS USED IN THE EVALUATION OF THE RFP SHALL BE APPLIED TO THE TOTAL SCORE ATTAINED BY THE LBE.

THIS RFP DOES NOT REQUIRE A SPECIFIC PERCENT OF MANDATORY MINORITY, WOMAN OR SMALL BUSINESS ENTERPRISE (M/W/SBE) PARTICIPATION. HOWEVER, PROPOSERS CAN RECEIVE UP TO 10 ADDITIONAL POINTS BASED ON A PARTNERSHIP PERCENTAGE OF MEANINGFUL SERVICES THAT ARE ASSIGNED BY THE PROPOSER TO A CITY OF MILWAUKEE CERTIFIED M/W/SBE SUBCONTRACTOR. PROPOSERS WHO UTILIZE A CITY OF MILWAUKEE CERTIFIED M/W/SBE SUBCONTRACTOR TO PERFORM MEANINGFUL SERVICES ARE REQUIRED TO SUBMIT THE OSBD CONTRACT COMPLIANCE PLAN (FORM A) WITH THEIR PROPOSAL FORM A SHALL NOT ONLY INDICATE THE PERCENTAGE OF M/W/SBE PARTICIPATION BUT ALSO THE NAME AND ADDRESS OF THE CITY OF MILWAUKEE CERTIFIED M/W/SBESUBCONTRACTOR.

SERVICE DELIVERY REQUIREMENTS

DELIVERY IS REQUIRED AS FOLLOWS:

COMMENCEMENT OF SERVICES IS REQUIRED ON OR ABOUT JANUARY 1, 2013.

ALL SERVICES AND GOODS MUST BE DELIVERED F.O.B. DESTINATION.

FUEL AND/OR SHIPPING SURCHARGES ARE NOT ALLOWED AND WILL NOT BE PAID BY THE CITY OF MILWAUKEE. IF THERE IS A FREIGHT INCREASE PRIOR TO DELIVERY OF THE PRODUCT, THE ADDITIONAL INCREASE MUST BE AT THE EXPENSE OF THE PROPOSER/CONTRACTOR.

THE CONTRACTOR'S FAILURE TO ADHERE TO THE PERFORMANCE OR DELIVERY SCHEDULE AS SPECIFIED IN THE RFP OR SCOPE OF SERVICES SHALL RENDER THE CONTRACTOR LIABLE FOR THE DIFFERENCE BETWEEN THE "OPEN MARKET" AND THE CONTRACT PRICE.

IF YOU CANNOT MEET THE ABOVE DELIVERY REQUIREMENT, YOUR RFP WILL BE CONSIDERED NON-RESPONSIVE!

WILL YOU COMPLY WITH THESE REQUIREMENTS?

YES **NO**

RFP REQUIREMENTS:

A. **INVITATION:** SEALED RFPs FOR FURNISHING SUPPLIES, EQUIPMENT, WORK, MATERIAL, LABOR, SERVICES, OR MATERIAL AND LABOR COMBINED AS SPECIFIED HEREIN MUST BE RECEIVED IN THE DEPARTMENT OF ADMINISTRATION, BUSINESS OPERATIONS DIVISION, PROCUREMENT SERVICES SECTION, ROOM 601, CITY HALL, 200 EAST WELLS STREET, MILWAUKEE, WI 53202, NO LATER THAN THE CLOSING DATE AND TIME LISTED ON THE FIRST PAGE OF THIS RFP. ALL RFPs RECEIVED AFTER THE SPECIFIED CLOSING DATE AND TIME WILL BE REJECTED.

THE NAMES OF FIRMS SUBMITTING PROPOSALS WILL BE PUBLICLY READ AT 2:30 PM IN ROOM B-1 (TRAINING ROOM) OF CITY HALL, 200 E. WELLS STREET, MILWAUKEE, WI 53202. ONLY THE NAMES OF THE FIRMS SUBMITTING PROPOSALS WILL BE AVAILABLE AT THAT TIME.

PROPOSALS WILL BE MADE AVAILABLE FOR REVIEW ONLY AFTER ALL INTERVIEWS HAVE BEEN CONDUCTED AND A CONTRACT HAS BEEN FULLY EXECUTED.

B. A TOTAL OF **EIGHT(8) HARD COPIES** OF THE ENTIRE PROPOSAL AND ANY ATTACHMENTS (PREFERABLY IN 3-RING BINDERS) MUST BE PROVIDED PRIOR TO THE CLOSING DATE AND TIME TO:

CITY OF MILWAUKEE
DOA-BOD-PROCUREMENT SERVICES SECTION
200 E. WELLS STREET, ROOM 606
MILWAUKEE, WI 53202

THE HARD COPIES MUST BE PROVIDED AS FOLLOWS:

- ONE (1) SET CLEARLY MARKED "ORIGINAL"
- ONE (1) ELECTRONIC COPY MARKED "CD-ROM COPY"
- EIGHT (8) SETS CLEARLY MARKED "COPY"

A TOTAL OF EIGHT (8) COPIES (PREFERABLY IN 3-RING BINDERS), CLEARLY MARKED "COPY", MUST BE PROVIDED IN ADDITION TO ONE ORIGINAL AND ONE CD-ROM COPY.

HARD COPIES OF YOUR PROPOSALS MUST BE PLAINLY MARKED WITH THE FOLLOWING INFORMATION:

- RFP #12126
- CONSULTANT FOR THE MILWAUKEE CIVIC PARTNERSHIP INITIATIVE (MCPI) MARKETING SERVICES
- NAME OF THE PROPOSER
- CLOSING DATE: THURSDAY, NOVEMBER 8, 2012
- CLOSING TIME: 2:00PM (C.S.T.)

FAILURE TO SUBMIT THE PROPOSAL IN THE MANNER DESCRIBED HEREIN MAY RESULT IN PROPOSAL REJECTION.

- C. PLANS AND/OR SPECIFICATIONS: ATTACHMENT A: SCOPE OF SERVICES DATED OCTOBER 3, 2012
- D. DEPOSIT OR BOND REQUIREMENTS: NONE
- E. PERFORMANCE BOND REQUIRED: NONE

SIGNATURES REQUIRED

IT IS ONLY NECESSARY FOR YOU TO SIGN THE BINDING SIGNATURES PAGE, THE RFP ADDENDUMS UNLESS OTHERWISE NOTED, THE SLAVERY DISCLOSURE AFFIDAVIT, THE DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION DOCUMENT, THE COST PROPOSAL, M/W/SBE FORM A IF THE PROPOSER UTILIZES A CERTIFIED M/W/SBE FIRM TO PERFORM SOME OF THE WORK AND THE LBE AFFIDAVIT OF COMPLIANCE, IF APPLICABLE.

RFP REQUESTS

PROPOSERS SHOULD SUBMIT A WRITTEN REQUEST TO THE PURCHASING AGENT, KAREN D. JEFFRIES, VIA EMAIL AT kdjeffr@milwaukee.gov FOR INTERPRETATION OR CORRECTION OF ANY AMBIGUITY OR INCONSISTENCY DISCOVERED IN THE RFP, SCOPE OF SERVICES OR ATTACHMENTS. ANY REQUESTS FOR CHANGES, CLARIFICATIONS, ETC., TO THE RFP RELATED SCOPE OF SERVICES OR ATTACHMENTS MUST BE SUBMITTED IN WRITING NO LATER THAN TUESDAY, OCTOBER 23, 2012. REQUESTS RECEIVED AFTER TUESDAY, OCTOBER 23, 2012 WILL NOT BE CONSIDERED. PROPOSERS ARE CAUTIONED NOT TO CHANGE ANY OF THE TERMS OR CONDITIONS IN THE RFP AND/OR SCOPE OF SERVICES. ANY UNAUTHORIZED CHANGES WILL CONSTITUTE A COUNTEROFFER AND MAY SUBJECT THE RFP TO REJECTION.

ADDENDUMS TO THE RFP

ANY CHANGES MADE AS A RESULT OF A WRITTEN REQUEST WILL BE ISSUED VIA AN ADDENDUM, AND, IF NECESSARY, AN EXTENSION WILL BE MADE TO THE RFP CLOSING DATE. ANY ADDENDA WILL BE POSTED TO THE CITY OF MILWAUKEE PROCUREMENT SERVICES WEBSITE (WWW.CITY.MILWAUKEE.GOV >

DEPARTMENTS > PROCUREMENT SERVICES > BIDS PENDING). PROPOSERS ARE RESPONSIBLE FOR CHECKING THIS WEBSITE FOR ANY FUTURE ADDENDA, ETC., PRIOR TO THE RFP CLOSING DATE. ALL ADDENDA MUST BE SIGNED AND RETURNED BY THE RFP CLOSING DATE AND TIME (ELECTRONIC SIGNATURES ARE ACCEPTABLE). PROPOSERS WHO DO NOT RETURN THE ADDENDA MAY HAVE THEIR PROPOSAL REJECTED. IF YOU ARE UNABLE TO ACCESS THE INTERNET, CONTACT PROCUREMENT SERVICES AT 414-286-3501 TO OBTAIN A HARD COPY.

CONTACT PERSON FOR QUESTIONS, CLARIFICATIONS, ETC.

ANY QUESTIONS, CLARIFICATIONS, ETC. MUST BE DIRECTED IN WRITING TO THE PURCHASING AGENT, KAREN D. JEFFRIES VIA E-MAIL TO KDJEFFR@MILWAUKEE.GOV LISTED ON THE FIRST PAGE OF THIS RFP ON OR BEFORE TUESDAY, OCTOBER 23, 2012. REQUESTS RECEIVED AFTER THAT TIME WILL NOT BE CONSIDERED.

PROPOSERS ARE SPECIFICALLY DIRECTED NOT TO CONTACT ANY CITY OF MILWAUKEE STAFF OTHER THAN THE PURCHASING AGENT FOR MEETINGS, CONFERENCES, OR TECHNICAL DISCUSSIONS RELATED TO THIS RFP. UNAUTHORIZED CONTACT OF ANY CITY DEPARTMENT EMPLOYEE IS A CAUSE FOR REJECTION OF THE PROPOSAL. ANY ADDITIONAL INFORMATION OR CLARIFICATIONS PROVIDED TO ONE PROPOSER WILL BE PROVIDED TO ALL PROPOSERS IN THE FORM OF AN ADDENDUM POSTED TO THE CITY'S WEB SITE (BIDS PENDING PAGE).

CONTACT PERSON FOR ORDER PLACEMENT:

NAME: _____ PHONE: _____
E-MAIL: _____ FAX: _____

CONTACT PERSON FOR SIGNATURE OF CONTRACT:

NAME: _____ PHONE: _____
E-MAIL: _____ FAX: _____

AMERICANS WITH DISABILITIES ACT

PROPOSER AGREES THAT THEY WILL COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE AMERICANS WITH DISABILITY ACT OF 1990, 42 U.S.C. 12101, ET SEQ.

WILL YOU COMPLY WITH THESE REQUIREMENTS?

YES NO

FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN REJECTION OF YOUR PROPOSAL.

M/W/SBE REQUIREMENTS

HAS YOUR BUSINESS BEEN CERTIFIED AS A MINORITY, WOMAN OR SMALL BUSINESS ENTERPRISE BY THE CITY OF MILWAUKEE'S OFFICE OF SMALL BUSINESS DEVELOPMENT?

YES NO

THIS RFP DOES NOT REQUIRE A SPECIFIC PERCENT OF MANDATORY MINORITY, WOMAN OR SMALL BUSINESS ENTERPRISE (M/W/SBE) PARTICIPATION. HOWEVER, THE CITY STRONGLY ENCOURAGES THE USE OF CERTIFIED CITY OF MILWAUKEE M/W/SBE FIRMS FOR ANY SUPPLEMENTARY SERVICES ATTENDANT TO THE GOODS OR SERVICES PROVIDED HEREUNDER. USE OF M/W/SBE FIRMS WHENEVER POSSIBLE THROUGHOUT THE COURSE OF THIS ENGAGEMENT FOR SUCH SUPPLEMENTARY SERVICES IS STRONGLY ENCOURAGED BY THE CITY, BUT IS NOT A REQUIREMENT FOR SUBMITTING A RFP, UNLESS OTHERWISE SPECIFIED. INFORMATION REGARDING THE OFFICE OF SMALL BUSINESS DEVELOPMENT (OSBD) M/W/SBE PROGRAM CAN BE OBTAINED FROM:

OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MILWAUKEE
200 E. WELLS STREET, ROOM 606
MILWAUKEE, WI 53202
414-286-5553

WAS YOUR BUSINESS PREVIOUSLY CERTIFIED WITH THE FORMER CITY OF MILWAUKEE EMERGING BUSINESS ENTERPRISE (EBE) PROGRAM?

YES NO

IF YOU ARE INTERESTED IN THE M/W/SBE CERTIFICATION PROCESS FOR YOUR BUSINESS, PLEASE CONTACT THE OFFICE OF SMALL BUSINESS DEVELOPMENT (OSBD) FOR MORE INFORMATION AT 414-286-5553.

LOCAL BUSINESS ENTERPRISE CONTRACTING STANDARDS

RFPS THAT ARE ISSUED ON OR AFTER AUGUST 10, 2009 INCLUDE A LOCAL BUSINESS ENTERPRISE (LBE) RFP INCENTIVE IN ACCORDANCE WITH CHAPTER 365 OF THE MILWAUKEE CODE OF ORDINANCES. PLEASE NOTE THAT THE LBE CRITERIA HAS BEEN REVISED, EFFECTIVE DECEMBER 18, 2009. INFORMATION REGARDING THE LBE INCENTIVE AND REVISED CRITERIA CAN BE FOUND BY ACCESSING THE CITY'S WEBSITE AT [HTTP://WWW.CITY.MILWAUKEE.GOV](http://www.city.milwaukee.gov), CLICK THE DEPARTMENTS LINK, CLICK THE PROCUREMENT SERVICES (PURCHASING) LINK UNDER THE BUSINESS AND DEVELOPMENT CATEGORY, CLICK THE IMPORTANT INFORMATION LINK).

IT IS YOUR RESPONSIBILITY AS A PROPOSER TO FAMILIARIZE YOURSELF WITH THIS ORDINANCE PRIOR TO SUBMITTING YOUR RFP.

LOCAL BUSINESS ENTERPRISE MEANS A BUSINESS WHICH SATISFIES ALL OF THE FOLLOWING CRITERIA:

- A. OWNS OR LEASES PROPERTY WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE CITY OF MILWAUKEE. POST OFFICE BOXES SHALL NOT SUFFICE TO ESTABLISH COMPLIANCE AS A LOCAL BUSINESS ENTERPRISE. A RESIDENTIAL ADDRESS MAY SUFFICE TO ESTABLISH COMPLIANCE AS A LOCAL BUSINESS ENTERPRISE, BUT ONLY IF THE BUSINESS DOES NOT OWN OR LEASE OTHER REAL PROPERTY, EITHER WITHIN OR OUTSIDE THE GEOGRAPHICAL BOUNDARIES OF THE CITY OF MILWAUKEE. LEASED PROPERTY SHALL NOT SUFFICE TO ESTABLISH COMPLIANCE AS A LOCAL BUSINESS ENTERPRISE UNLESS AT LEAST HALF OF THE ACREAGE OF ALL THE REAL PROPERTY OWNED OR LEASED BY THE BUSINESS IS LOCATED WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE CITY OF MILWAUKEE.
- B. HAS OWNED OR LEASED REAL PROPERTY AND HAS BEEN DOING BUSINESS WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE CITY OF MILWAUKEE FOR AT LEAST ONE YEAR.
- C. IS NOT DELINQUENT IN THE PAYMENT OF ANY LOCAL TAXES, CHARGES OR FEES, OR HAS ENTERED INTO AN AGREEMENT TO PAY ANY DELINQUENCY AND IS ABIDING BY THE TERMS OF THE AGREEMENT.
- D. WILL PERFORM AT LEAST 10% OF THE MONETARY VALUE OF THE WORK REQUIRED UNDER THE CONTRACT.

THE NOTARIZED LOCAL BUSINESS ENTERPRISE PROGRAM AFFIDAVIT OF COMPLIANCE MUST BE SUBMITTED WITH YOUR BID TO BE CONSIDERED FOR LBE STATUS. ELECTRONIC SIGNATURES ARE ACCEPTABLE. THIS AFFIDAVIT CAN BE FOUND ON THE SAME PAGE WITH THE LBE ORDINANCE AT THE WEBSITE REFERENCED ABOVE.

SLAVERY DISCLOSURE AFFIDAVIT

EFFECTIVE DECEMBER 28, 2005, THE CITY OF MILWAUKEE ADOPTED ORDINANCE 310-14 RELATIVE TO THE DISCLOSURE OF PARTICIPATION IN OR PROFITS DERIVED FROM SLAVERY BY CONTRACTORS. ALL CONTRACTORS AWARDED A CONTRACT ON BEHALF OF THE CITY OF MILWAUKEE, WHETHER OR NOT

SUBJECT TO A COMPETITIVE RFP, SHALL COMPLETE AN AFFIDAVIT PRIOR TO 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 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 MATERIAL FALSE INFORMATION ON SUCH AFFIDAVIT SHALL BE RENDERED NULL AND VOID.

NOTE: PROPOSERS ARE ONLY REQUIRED TO SUBMIT A SIGNED AND NOTARIZED COPY OF THIS AFFIDAVIT WITH THIS PROPOSAL, IF THEY HAVE NOT SUBMITTED THE SLAVERY DISCLOSURE AFFIDAVIT WITH A PREVIOUSLY SUBMITTED BID OR RFP.

TERMS AND CONDITIONS

YOUR PROPOSAL IS AN OFFER TO PERFORM OR SUPPLY THE SERVICE OR MATERIALS DESCRIBED ABOVE IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE RFP, THE STANDARD TERMS AND CONDITIONS AND THE CITY OF MILWAUKEE CONTRACT.

YOUR PROPOSAL MUST MEET THE PLAN(S) OR SCOPE OF SERVICES SET FORTH HEREIN IN ACCORDANCE WITH THE RFP, THE TERMS AND CONDITIONS FOR RFP'S, ATTACHMENT A – SCOPE OF SERVICES DATED OCTOBER 3, 2012, APPENDIX A – COST PROPOSAL RFP NUMBER 12126 WORKSHEET, THE STANDARD TERMS AND CONDITIONS FOR SERVICE CONTRACTS AND THE INSURANCE REQUIREMENTS – EXHIBIT 2. PROPOSALS MUST BE SUBMITTED ON THE FORMS PROVIDED WITH ATTACHMENTS AS APPLICABLE.

PURCHASING CONTACT INFORMATION

ALL INQUIRES RELATING TO THIS RFP MUST BE SUBMITTED IN WRITING TO KAREN D. JEFFRIES, PURCHASING AGENT AT KDJEFFR@MILWAUKEE.GOV NO LATER THAN **TUESDAY, OCTOBER 23, 2012**.

NOTE: INQUIRIES MUST REFERENCE THE DATE OF RFP CLOSING DATE AND RFP NUMBER. PROPOSERS ARE SPECIFICALLY DIRECTED NOT TO CONTACT ANY CITY OF MILWAUKEE STAFF OTHER THAN THE PURCHASING AGENT FOR MEETINGS, CONFERENCES, OR TECHNICAL DISCUSSIONS THAT ARE RELATED TO THIS RFP. UNAUTHORIZED CONTACT OF ANY CITY DEPARTMENT EMPLOYEE IS A CAUSE FOR REJECTION OF THE RFP. ANY ADDITIONAL INFORMATION OR CLARIFICATIONS THAT ARE PROVIDED TO ONE PROPOSER WILL BE PROVIDED TO ALL PROPOSERS IN THE FORM OF AN ADDENDUM POSTED TO THE CITY'S WEB SITE (RFPs PENDING PAGE).

CONTRACT TERM

THIS CONTRACT IS FOR TWO (2) YEARS, SUBJECT TO ANNUAL REVIEW BY THE CITY WITHIN SIXTY (60) DAYS OF THE ANNIVERSARY DATE. CONTRACT CONTINUANCE BEYOND DECEMBER 31st OF ANY YEAR IS CONTINGENT UPON THE AVAILABILITY OF FUNDING FOR THE MATERIALS OR SERVICES TO BE PROVIDED DURING THE TERM OF THE CONTRACT.

PAYMENT TERMS

IT IS THE CITY'S POLICY TO PAY ALL INVOICES WITHIN 30 DAYS. IF THE CITY DOES NOT MAKE PAYMENT WITHIN 45 DAYS AFTER RECEIPT OF PROPERLY COMPLETED SUPPORTING PAYMENT AND OTHER REQUIRED CONTRACT DOCUMENTATION, THE CITY SHALL PAY SIMPLE INTEREST BEGINNING WITH THE 31ST 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 THE CONTRACTOR BY FIRST-CLASS MAIL, PERSONALLY DELIVERED, OR SENT IN ACCORDANCE WITH THE NOTICE PROVISIONS IN THE CONTRACT). IF THERE ARE SUBCONTRACTORS, CONSISTENT WITH S.66.0135(3), WIS. STATS., THE PRIME CONTRACTOR MUST PAY THE SUBCONTRACTORS FOR SATISFACTORY WORK WITHIN SEVEN DAYS OF THE CONTRACTOR'S RECEIPT OF PAYMENT FROM THE CITY OF MILWAUKEE, 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. REFERENCE COMMON COUNCIL FILE NO. 101137 ADOPTED JANUARY 2011.

PLEASE INDICATE IF YOU WOULD LIKE TO OFFER A PAYMENT DISCOUNT TO THE CITY: _____ % _____ DAYS

PROPOSERS ARE REQUESTED TO STATE THEIR BEST CASH DISCOUNT ON THE LINE BELOW FOR PAYMENT MADE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT AND ACCEPTANCE OF THIS SERVICE. CASH DISCOUNTS OFFERED BY THE PROPOSERS, ONLY IF PAYMENT TERMS ARE THIRTY (30) DAYS OR MORE, MAY BE CONSIDERED IN DETERMINING THE COST OF YOUR PROPOSAL. HOWEVER, IF THE PROPOSER WHO IS AWARDED THIS CONTRACT HAS QUOTED A MORE FAVORABLE DISCOUNT FOR EARLIER PAYMENT, AND THE CITY PAYS WITHIN THAT EARLIER TIMEFRAME, THE PROPOSER WILL BE HELD TO THAT QUOTED DISCOUNT.

PAYMENT MONITORING REQUIREMENTS

ALL CONTRACTORS AWARDED A CONTRACT VALUED AT \$25,000.00 OR MORE ARE REQUIRED TO PARTICIPATE IN TRAINING ON THE CITY OF MILWAUKEE'S CONTRACT COMPLIANCE SOFTWARE. CONTRACTORS MUST COMPLETE THE TRAINING NO LATER THAN 30 DAYS AFTER THE DATE OF CONTRACT AWARD. THROUGHOUT THE CONTRACT TERM, CONTRACTORS ARE REQUIRED TO REGULARLY PROVIDE TIMELY PAYMENT INFORMATION IN THE CITY'S CONTRACT COMPLIANCE SOFTWARE. PLEASE CONTACT THE OFFICE OF SMALL BUSINESS DEVELOPMENT (OSBD) AT 414-286-5553 SHOULD YOU HAVE ANY QUESTIONS OR CONCERNS REGARDING THE TRAINING PROCESS.

PRICE ESCALATIONS

THIS WILL BE A TWO (2) YEAR CONTRACT FROM DATE OF AWARD SUBJECT TO ANNUAL REVIEW BY THE CITY WITHIN SIXTY (60) DAYS OF THE ANNIVERSARY DATE. THE VOLUME LISTED IS AN ESTIMATE AND IS NO GUARANTEE AS TO THE AMOUNT THAT WILL BE PURCHASED DURING THE TERM OF THE CONTRACT. CONTRACT CONTINUANCE IS CONTINGENT UPON THE AVAILABILITY OF FUNDING FOR THE MATERIALS OR SERVICES TO BE PROVIDED DURING THE TWO YEAR TERM OF THE CONTRACT.

FEES QUOTED IN APPENDIX A –COST PROPOSAL MUST BE FIRM FOR ONE YEAR AFTER WHICH AN ESCALATOR MAY BE INVOKED UPON REQUEST AND VERIFICATION OF A LETTER FROM THE SUPPLIER AND/OR PUBLISHED PRICE SHEETS. SUCH REQUEST MUST BE MADE TO THE PURCHASING AGENT LISTED ON THE CONTRACT AT LEAST SIXTY (60) DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. PRICE INCREASE SHALL NOT EXCEED 10% OF THE FIRM RFP PRICE DURING THE CONTRACT PERIOD. THE INCREASE MUST BE APPROVED BY PROCUREMENT SERVICES PRIOR TO ITS EFFECTIVE DATE. LIKEWISE, ANY DE-ESCALATION IN PRICE SHALL BE PASSED ON TO THE CITY OF MILWAUKEE. VENDORS ARE OBLIGATED TO TREAT PRICE DECREASES AS EQUALLY AS PRICE INCREASES DURING THE TENURE OF THE CONTRACT.

SPECIAL INTERESTS

DOES ANY OFFICER, EMPLOYEE, AGENT, MEMBER OF A GOVERNING BODY, OR PUBLIC OFFICIAL OF THE CITY OF MILWAUKEE WHO EXERCISES ANY FUNCTIONS OR RESPONSIBILITIES IN CONNECTION WITH THE REVIEWING, APPROVING OR ADMINISTERING THE CARRYING OUT OF ANY SERVICES OR REQUIREMENTS TO

WHICH THIS RFP PERTAINS, HAVE ANY PERSONAL INTEREST, DIRECT OR INDIRECT, IN THIS RFP AND ANY CONTRACT THAT MAY RESULT THEREOF?

YES NO

COOPERATIVE PURCHASING

WOULD YOU BE WILLING TO EXTEND THE PRICING FROM ANY CONTRACT THAT MAY RESULT FROM THIS RFP TO OTHER V.A.L.U.E. MEMBERS OF LOCAL GOVERNMENT ENTITIES IN THE SOUTHEASTERN WISCONSIN AREA, INCLUDING BUT NOT LIMITED TO, THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT (MMSD) AND/OR MILWAUKEE PUBLIC SCHOOLS (MPS)?

YES NO

PLEASE BE ADVISED THAT THE AWARD OF THIS RFP BY THE CITY OF MILWAUKEE IS NOT CONTINGENT UPON YOUR AGREEMENT TO THE ABOVE REQUEST. IF, HOWEVER, YOU AGREE TO EXTEND TO ANY OTHER AGENCIES, EACH AGENCY WILL BE RESPONSIBLE FOR ISSUING AND ADMINISTERING ITS OWN CONTRACT AND RESULTING PURCHASE ORDER.

TIPS FOR BIDDERS

BELOW IS A LIST OF ITEMS COMMON ITEMS THAT MAY RESULT IN THE CITY OF MILWAUKEE DEEMING YOUR PROPOSAL TO BE NON-RESPONSIVE / NON-COMPLIANT:

- NOT FULLY COMPLETING AND/OR SIGNING THE BINDING SIGNATURE PAGE
- NOT PROVIDING THE REQUIRED ADDENDUMS WITH YOUR PROPOSAL
- NOT COMPLETING OR SUBMITTING THE REQUIRED ATTACHMENTS (M/W/SBE REQUIREMENTS, AFFIDAVITS OF COMPLIANCE, LIVING WAGE AFFIDAVIT, ETC.) AND RETURNING THEM WITH THE PROPOSAL
- PROPOSAL NOT RECEIVED PRIOR TO THE CLOSING DATE / TIME
- NOT SUBMITTING A QUOTE FOR ALL LINE ITEMS OR AN ENTIRE GROUP. READ THE AWARD STATEMENT CAREFULLY.
- TAKING EXCEPTION TO THE BID REQUIREMENTS OR SPECIFICATION(S) WITHOUT APPROVAL FROM THE PROCUREMENT SERVICES SECTION.
- NOT SUBMITTING THE SPECIFICATION WITH YOUR PROPOSAL, WHEN THE CITY REQUIRES YOU TO INDICATE WHETHER YOU COMPLY WITH SPECIFIC ITEMS IN THE SPECIFICATION.
- PROVIDING A PRICE LIST THAT IS DIFFERENT THAN THE PRICING INFORMATION REQUESTED.
- NOT PROVIDING A WARRANTY STATEMENT WHEN REQUIRED, OR PROVIDING ONE THAT CONFLICTS WITH THE CITY'S SPECIFICATIONS.
- NOT PROVIDING DESCRIPTIVE LITERATURE WHEN REQUIRED.
- SUBMITTING PRICING INFORMATION FOR A BRAND OR PART NUMBER DIFFERENT THAN REQUESTED WHEN THERE IS "NO SUBSTITUTE" INDICATED.
- NOT PROVIDING PRICING IN THE CORRECT UNITS OF MEASUREMENT INDICATED ON THE REQUEST FOR PROPOSAL.
- NOT HAVING A SERVICE FACILITY WITHIN THE PHYSICAL DISTANCE INDICATED IN THE REQUEST FOR PROPOSAL.
- FAILURE TO SUBMIT YOUR PROPOSAL IN THE SEQUENCE DETAILED IN THE "PROPOSERS AND/OR BIDDERS SUBMISSION CHECKLIST".

Binding Signatures for Formal RFP and Contract

The undersigned Proposer, by its authorized person signing below, proposes to furnish the services, work, material, labor, or material and labor combined described above at the prices named above in accordance with the plans and the terms and conditions as set forth in the RFP, the Standard Terms and Conditions, the City contract, and if its Proposal is accepted, the Proposer agrees to all provisions set forth herein will become binding as part of a contract upon the fulfillment of all conditions precedent set forth herein. Proposer further assures that, if the Proposer's performance is contingent upon the acts of another party, the Proposer has the necessary commitment to complete the contract.

This agreement constitutes the entire agreement between the parties relating to the subject matter of this agreement. All prior understandings, agreements, correspondence and discussions of the parties are merged into and made a part of this agreement.

This binding signature page must be completed in its entirety, and it must be fully signed, or your bid may be rejected. Electronic signatures are acceptable. Your signature will signify your agreement to all pricing, terms and conditions stated herein. Bidders are required to complete and return all bid pages with their bid submittal.

CONTRACTOR	
Proposer's Firm:	
Address:	
City, State, Zip:	
Telephone:	
Fax:	
E-Mail:	
Federal ID #	
Signature:	
Printed Name:	
Title:	
Signature:	
Printed Name:	
Title:	
Witness:	
Printed Name:	
Title:	
Witness:	
Printed Name:	
Title:	

FOR OFFICIAL CITY USE ONLY	
CITY OF MILWAUKEE, a municipal corporation	
By:	City of Milwaukee Purchasing Director
Date:	
Countersigned:	
By:	City Comptroller
Date:	

APPENDIX A: COST PROPOSAL RFP NUMBER 12126

WORKSHEET

Submitted by (Print Name) _____

Signature _____

Date _____

INSTRUCTIONS TO PROPOSERS:

In order to objectively evaluate and assign points for proposal costs, please complete this form using the format below. Do not change anything on this form. Any modifications to this document may result in immediate rejection of your proposal. Quote **only one rate**, not a range. The completed form and requested number of copies should be **returned in a separately marked envelope marked "Civic Partnership Initiative, RFP Number 12126 Cost Proposal"** and should accompany your Technical Proposal response.

<p><u>PROPOSED COMMISSION</u> <u>PERCENTAGE</u> commission fee structure based upon the percentage of revenue and savings generated by the consultant.</p>	<p>PROPOSED COMMISSION PERCENTAGE: _____ %</p>
<p><u>PLEASE LIST ALL INDIVIDUAL COSTS AND EXPENSES</u></p> <p><u>All-inclusive</u> costs, including expenses, to perform deliverables.</p>	<p>TOTAL ALL-INCLUSIVE COSTS AND EXPENSES: \$ _____</p>

PROPOSER'S DOCUMENT SUBMISSION CHECK LIST FOR RFP#12126
CONSULTANT FOR THE MILWAUKEE CIVIC PARTNERSHIP INITIATIVE (CPI)
MARKETING SERVICES

REQUIRED DOCUMENTS	✓
REQUEST FOR PROPOSAL BINDING SIGNATURE PAGE WITH ORIGINAL SIGNATURES	
TECHNICAL PROPOSALS: EIGHT (8) HARD COPIES IN A THREE-RING BINDER ONE(1) MARKED "ORIGINAL" ONE (1) CD-ROM ELECTRONIC COPY	
PROPOSAL TITLE PAGE (REFER TO SCOPE OF SERVICES SUBMISSION REQUIREMENTS, SECTION A, PAGE 2)	
LETTER OF TRANSMITTAL (REFER TO SCOPE OF SERVICES SUBMISSION REQUIREMENTS, SECTION B, PAGE 2)	
TABLE OF CONTENTS (REFER TO SCOPE OF SERVICES SUBMISSION REQUIREMENTS, SECTION C, PAGE 2)	
PROFILE OF PROPOSER (REFER TO SCOPE OF SERVICES SUBMISSION REQUIREMENTS, SECTION D, PAGE 2)	
DOCUMENTATION OF PAST EXPERIENCE AND QUALIFICATIONS (REFER TO SCOPE OF SERVICES SUBMISSION REQUIREMENTS, SECTION E, PAGE 2)	
STAFFING (REFER TO SCOPE OF SERVICES SUBMISSION REQUIREMENTS, SECTION F, PAGE 2)	
SCOPE OF ENGAGEMENT (REFER TO SCOPE OF SERVICES SUBMISSION REQUIREMENTS, SECTION G, PAGE 3)	
MBE,WBE AND SBE PARTICIPATION (REFER TO SCOPE OF SERVICES SUBMISSION REQUIREMENTS, SECTION H, PAGE 3)	
LOCAL BUSINESS ENTERPRISE PARTICIPATION (REFER TO SCOPE OF SERVICES SUBMISSION REQUIREMENTS, SECTION I, PAGE 3)	
SIGNED COPY OF THE DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION DOCUMENT SIGNED AND NOTARIZED COPY OF THE SLAVERY DISCLOSURE AFFIDAVIT, IF REQUIRED SIGNED AND NOTARIZED COPY OF THE AFFIDAVIT OF COMPLIANCE – LOCAL BUSINESS ENTERPRISE PROGRAM AFFIDAVIT OF COMPLIANCE, IF REQUIRED SIGNED AND NOTARIZED LOCAL BUSINESS ENTERPRISE PROGRAM BUSINESS PROPERTY LOCATION FORM, IF REQUIRED SIGNED OFFICE OF SMALL BUSINESS DEVELOPMENT CONTRACTOR COMPLIANCE PLAN – FORM A, IF REQUIRED	
SIGNED COPIES OF ALL ADDENDUMS	
<ul style="list-style-type: none"> • SIGNED AND DATED COST PROPOSAL: EIGHT (8) COPIES, ONE (1) ELECTRONIC CD-ROM COPY AND ONE (1) MARKED ORIGINAL WITH THE FOLLOWING INFORMATION ON THE ENVELOPES: • RFP #12126 • THE MILWAUKEE CIVIC PARTNERSHIP INITIATIVE MARKETING CONSULTANT SERVICES • NAME OF THE PROPOSER • CLOSING DATE: THURSDAY, NOVEMBER 8, 2012 • CLOSING TIME: 2:00PM (C.S.T.) (REFER TO SCOPE OF SERVICES COST PROPOSAL, SECTION V, PAGE 4)	
PLEASE NOTE THAT THE INFORMATION BEING REQUESTED ABOVE IS MATERIAL TO THE NATURE OF THIS PROPOSAL. FAILURE TO SUBMIT THIS INFORMATION WITH YOUR PROPOSAL MAY RESULT IN YOUR PROPOSAL BEING DEEMED NONRESPONSIVE. PLEASE MAKE SURE THAT THE DOCUMENTS YOU SUBMIT WITH YOUR PROPOSAL FULFILL ALL OF THE REQUIREMENTS SET FORTH IN THE RFP'S SCOPE OF SERVICES AND THE RFP (INVITATION TO BID).	

EXHIBIT #1

LIST OF POTENTIAL ASSETS AND OPPORTUNITIES AVAILABLE FOR ADVERTISING AND SPONSORSHIP

The following list is an example of potential assets and opportunities that may be available for possible sponsorship, advertising, naming rights, direct marketing, or other support. It is not inclusive of all possibilities.

- 1200 public trash and recycling receptacles
- 8442 city employees
- Nearly 3,500 vehicles in the City's Fleet
- 4 City Parking Garages
- 262 Luke Pay Station Parking Meters
- Annual mailings of tax bills (December) and notices of tax assessment (April) to nearly 166,000 homes and businesses
- Milwaukee's Central Library and 12 neighborhood branches (public meeting rooms in each facility)
- 61 City of Milwaukee Recreational Facilities
- Pouring Rights
- "Official provider, sponsor, product for the City of Milwaukee" (Cellphones, vehicle, computer, ect.)
- City of Milwaukee owned buildings
- City Websites and City Affiliated (www.milwaukee.gov)
- City Channel 25
- Official mailings and newsletters
- Milwaukee Water Works Facilities
- Mobile Apps

Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

The policy shall include independent contractors (owners/contractors protective) and contractual liability.

Coverage will apply on a primary and non-contributory basis. We suggest the following wording:

“If you have agreed in a written contract that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the contract was executed prior to the bodily injury, property damage, personal injury or advertising injury, then this insurance will be primary over, and we will not seek contribution from, such insurance.”

Coverage shall apply to the risks associated with or arising out of the services provided under this contract.

C. Auto Liability

- Combined Single Limit \$1,000,000 each accident
- Medical Expense \$ 10,000 each person

Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

If the Contractor owns or leases any vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or leased vehicles then coverage must be for Hired and Non-Owned Autos (Symbols 8 and 9).

Coverage shall include contractual liability for risks assumed in this contract.

D. Umbrella (Excess) Liability

- \$5,000,000 per occurrence
- \$5,000,000 aggregate

The Umbrella Liability insurance shall provide coverage excess of the Employer's Liability, Commercial General Liability and Auto Liability Coverages, including the amendments stated above.

E. Professional Liability Errors and Omissions

- \$5,000,000 each claim
- \$5,000,000 aggregate

The retroactive date shall be no later than the date this contract begins.

The policy shall contain an extended reporting endorsement of at least two years which will be exercised in the event of cancellation or non-renewal of the policy unless the replacement policy contains the original retroactive date.



CITY OF MILWAUKEE
TERMS AND CONDITIONS FOR SERVICE CONTRACTS

Revised: 06/15/2012

1. SPECIFIC CONDITIONS OF PAYMENT:

It is the City's policy to pay all invoices within 30 days. If the City does not make payment within 45 days after receipt of properly completed supporting payment and other required contract documentation, the City shall pay simple interest beginning with the 31st 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 the contractor by first-class mail, personally delivered, or sent in accordance with the notice provisions in the contract). If there are subcontractors, consistent with s.66.0135(3), Wis. Stats., the prime contractor must pay the subcontractors for satisfactory work within seven days of the contractor's receipt of payment from the City of Milwaukee, or seven 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. Reference Common Council File No. 101137 adopted January 2011.

2. PAYMENT MONITORING REQUIREMENTS – All Contractors awarded a contract valued at \$25,000.00 or more are required to participate in training on the City of Milwaukee's contract compliance software. Contractors must complete the training no later than 30 days after the date of contract award. Throughout the contract term, Contractors are required to regularly provide timely payment information in the City's contract compliance software. Please contact the Office of Small Business Development (OSBD) at 414-286-5553 should you have any questions or concerns regarding the training process.

CONTINUATION OF THIS CONTRACT BEYOND DECEMBER 31 OF ANY YEAR IS CONTINGENT UPON THE APPROPRIATION OF SUFFICIENT FUNDS BY THE PROPER CITY OFFICIALS.

3. REPORTS

- A. The CONTRACTOR agrees to submit reports as may be required by the CITY at such times as may be scheduled for submittal, unless otherwise agreed to in writing.
- B. All reports, studies, analysis, memoranda and related data and material as may be developed during the performance of this Contract and delivered to the CITY shall be the exclusive property of the CITY, which shall have the right to use same for any purpose without any further compensation to the CONTRACTOR other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that it will not, without prior written approval by the CITY, submit or make same available to any individual, agency, public body or organization other than the CITY, except as may be otherwise herein provided or as may be required by law or legal process. Both parties understand that the CITY is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. Section 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 this 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 this Contract.
4. TIME OF PERFORMANCE. The services to be performed under the terms and conditions of this Contract shall be in force and shall commence upon execution of this Agreement by the CONTRACTOR and upon written notice from the City to proceed, or when the CONTRACTOR has received an original of the Contract which is complete and fully executed, and shall be undertaken and completed in such sequence as to assure its expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed as indicated on page 1 under "Time of Performance", which is the termination date of this Contract. In addition to all other remedies inuring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR's responsibility to complete the scope of services and to execute any necessary amendments to this CONTRACT.
5. CONDITIONS OF PERFORMANCE AND COMPENSATION.

- A. Performance. Notwithstanding any references to the contrary in the contract documents, the CONTRACTOR agrees that the performance of CONTRACTOR's work, services and the results therefrom, pursuant to the terms, conditions and agreements of this Contract, shall conform to applicable professional standards.
- B. Place of Performance. The CONTRACTOR shall conduct CONTRACTOR's services as required under the terms and conditions of this Contract at such place or places as is necessary so as to enable the CONTRACTOR to fulfill CONTRACTOR's obligations under this Contract.
- C. Compensation. The CITY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract the maximum as indicated on page 1 under "Total Amount of Contract," inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum for all of the services required.
- D. Additional Fringe or Employee Benefits. The CONTRACTOR shall not receive nor be eligible for any fringe benefits or any other benefits to which CITY salaried employees are entitled to or are receiving.
- E. 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 CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.

The CONTRACTOR shall be solely responsible to meet CONTRACTOR's insurance needs as required by the CITY during the terms of this Contract or any extension thereof. A Certificate of Insurance shall be provided to the CITY as an additional insured providing for a thirty (30) day notice to the CITY prior to change, termination or cancellation.

- F. Subcontracting. The CONTRACTOR shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the City Purchasing Director.
6. METHOD OF PAYMENT. The City agrees that subsequent to the full and complete performance of this Contract and satisfactory performance of the services in accordance with the "work schedules" set forth herein it will pay the amount or amounts as hereinafter set forth. In the event of a dispute as to the services performed or the compensation to be paid, the decision of the City Purchasing Director or its designee shall prevail. The conditions of payment are as follows: Compensation for services required under this Contract shall be contingent upon each activity being reviewed for approval by the CITY approving officer designated on page 1 and approved by them for payment (as referenced and stipulated in IV) (Conditions of Performance and Compensation).
7. DEFENSE OF SUITS. In case any action in court or proceeding before an administrative agency is brought against the CITY or any of its officers, agents, or employees for the failure or neglect of the CONTRACTOR in whole or in part to perform any of the covenants, acts, matters or things by this Contract undertaken, or for injury or damage caused by the alleged negligence of the CONTRACTOR, its officers, agents or employees, the CONTRACTOR shall 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. The CITY shall tender the defense of any claim or action at law or in equity to the CONTRACTOR or CONTRACTOR's insurer, and upon such tender it shall be the duty of the CONTRACTOR and CONTRACTOR's insurer to defend such claim or action without cost or expense to the CITY or its officers, agents, or employees. The CONTRACTOR shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Contract and for the results therefrom.
8. INDEMNIFICATION. Notwithstanding any references to the contrary in the contract documents, CONTRACTOR assumes full liability for all of its acts in the performance of this contract. 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, 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, or by acts of commission 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.

9. REGULATIONS. Contractor agrees to comply with all of the requirements of all federal, state and local laws related thereto.
10. JURISDICTION, VENUE, CHOICE OF LAW. This contract shall be governed by and construed according to the laws of the State of Wisconsin. Any litigation relating to the formation, interpretation or alleged breach of this contract must be brought in the state and federal courts having jurisdiction in Milwaukee County, Wisconsin, and CONTRACTOR consents to the jurisdiction of such courts.

11. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, the CONTRACTOR shall fail to fulfill in 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 Purchasing Director shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of the termination. Prior to termination of the Contract for cause, the CITY shall notify the CONTRACTOR in writing of its intent to terminate, identifying the alleged deficiencies in CONTRACTOR'S performance, and shall give the CONTRACTOR thirty (30) days to cure such deficiencies prior to termination. In such event, all deliverables completed by CONTRACTOR as of the date of termination shall at the option of the CITY, become property of the CITY.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the CONTRACT by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the CITY from the CONTRACTOR is determined.

12. TERMINATION FOR CONVENIENCE OF THE CITY. The CITY may terminate this Contract at any time for any reason by giving at least ten (10) days' notice in writing from the City Purchasing Director to the CONTRACTOR. If the CONTRACTOR is terminated by the CITY as provided herein, the CONTRACTOR 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 CONTRACTOR covered by this Contract, less payments for such services as were previously made. Provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination the CONTRACTOR shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under the Contract) incurred by the CONTRACTOR during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the CONTRACTOR, Paragraph X hereof, relative to termination, shall apply.

13. CHANGES. The City Purchasing Director may, from time to time, request changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR's compensation which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to the Contract.

14. PERSONNEL

- A. The CONTRACTOR represents that it has or will secure at its own expense all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City Purchasing Director. If any work or services is subcontracted, it shall be specified by written contract or agreement and shall be subject to each provision of this Contract. The CONTRACTOR 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 well as for the acts and omissions of persons directly employed by them.
15. ASSIGNABILITY. The CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment, novation or any other manner), without the prior written consent of the City Purchasing Director. Provided, however that claims for money due or to become due the CONTRACTOR from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the City Purchasing Director.
16. RECORDS.

- A. Establishment and Maintenance of Records. 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 Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. Section 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 this Contract, and that the CONTRACTOR must defend and hold the City harmless from liability under that law. Except as otherwise authorized, these records shall be maintained for a period of seven (7) years after receipt of the final payment under this Contract.
- B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.
17. REPORT AND INFORMATION. At such times and in such forms as the CITY may require, there shall be furnished the City Purchasing Director such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Contract.
18. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the CITY, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the CITY or such agency for examination all of its records with respect to all matters covered by this Contract and CONTRACTOR shall permit the City or such agency and/or representatives of the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.
19. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc. prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization, other than an appropriate agency of the United States Government, without the prior written approval of the City Purchasing Director.
20. CONFLICT OF INTEREST
- A. Interest in Contract. 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 Contract pertains, shall have any personal interest, direct or indirect in this Contract.
- B. Interest of Other Local Public Officials. 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 Contract, shall have any personal interest, direct or indirect, in this Contract.
- C. Interest of Contractor and Employees. The CONTRACTOR covenants that no person described in Paragraph 20 A and B above who presently exercises any functions or responsibilities in connection with the Contract has any personal financial interest, direct or indirect, in this Contract. The CONTRACTOR further 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. An interest on the part of the CONTRACTOR or its employees must be disclosed to the CITY. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.
21. DISCRIMINATION PROHIBITED
- A. In all hiring or employment made possible by or resulting from this Contract there (1) will not be any discrimination 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 (Section 109-45 Milwaukee Code of Ordinances), and (2) affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status.

This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status.

- B. No person in the United States shall, on the ground of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.
 - C. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - D. Contractor agrees that they will comply with all applicable requirements of the Americans with Disability Act of 1990, 42 U.S.C. 12101, et seq.
22. WORKER'S COMPENSATION INSURANCE. The CONTRACTOR, and all contractors, if any, shall provide to the CITY an affidavit or other satisfactory proof which the CITY may require evidencing that the CONTRACTOR and all subcontractors have obtained Worker's Compensation Insurance for all persons performing any work or services under the Contract or subcontract as is required by the Worker's Compensation Act of the State of Wisconsin. No payments or disbursements under the Contract shall be made if such proof has not been furnished.
23. WITHHOLDING OF SALARIES. If in the performance of this Contract there is any underpayment of salaries by the CONTRACTOR or by any subcontractor thereunder, the CITY shall withhold from the CONTRACTOR out of payments due to it an amount sufficient to pay to 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 CONTRACTOR or subcontractor, if any, to the respective employees to whom they are due.
24. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians, if any, performing work under this Contract shall be promptly reported in writing by the CONTRACTOR to the CITY for the latter's decision, which shall be final with respect thereto.
25. FEDERAL EXECUTIVE ORDERS 12549 AND 12689 DEBARMENT AND SUSPENSION. The City of Milwaukee also 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.
26. OTHER PROVISIONS.
- A. Any and all information, plans, reports and conclusions derived or developed as a consequence or result of this Contract may be utilized by the City in such manner and purpose as the CITY desires or determines without permission or approval of the CONTRACTOR or compensation to the CONTRACTOR therefor other than herein provided.
 - B. The word "CONTRACTOR" means a person, or an entity, whether public or private, that enters into contract with the CITY, and whenever or wherever the word "CONTRACTOR" appears in Part II attached hereto, it means the same and is synonymous with "CONTRACTOR" as it appears in Part 1 of this Contract.

STANDARD TERMS AND CONDITIONS

CITY OF MILWAUKEE
DOA-BUSINESS OPERATIONS DIVISION

Request for Proposal

1. HOW TO RESPOND:

All proposals shall be in writing and all prices and amounts (where applicable) stated in figures.

If any of the terms and conditions prevent you from responding, consideration will be given, if possible, to a request for a change. This request must be submitted to the office of the DOA-Business Operations Division in writing seven (7) days prior to the proposal closing, and if granted, it will require sending an addendum to all prospective responders.

2. HOW TO AMEND A REQUEST FOR PROPOSAL BEFORE DUE DATE AND TIME:

After a Request for Proposal has been filed with the DOA-Business Operations Division, the responder desires to amend the proposal, PROPOSER MAY DO SO BEFORE THE DUE DATE AND TIME set for the receipt of proposals in the Request for Proposal by filing an amendment fully identified with the original proposal submitted by number, commodity or service. All the conditions and provisions of the original proposal will be in effect. NO REQUESTS FOR PROPOSAL OR AMENDMENTS 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.

3. CONTRACT AND EXECUTION OF CONTRACT:

Unless otherwise specified in the Request for Proposal, the successful responder agrees to enter into the contract on the form prepared by the City, a copy of which will be on file in the office of the DOA-Business Operations Division.

The executed contract shall be returned to the DOA-Business Operations Division by the Contractor within 20 days after the receipt of the contract.

4. DELAYS IN DELIVERY:

Delays in delivery caused by any bona fide strikes, government priority of requisition, riots, fires, sabotage, acts of God, or any other delays deemed by the DOA-Business Operations Division to be clearly and unequivocally beyond the

contractor's control will be recognized by the City. The contractor may be relieved of the responsibility of meeting the delivery time as stipulated in the contract upon contractor's filing with the DOA-Business Operations Division just and true statements requesting an extension of delivery, signed by the contractor and giving in detail all the essential circumstances which, upon verification by the City, justify such action under the provisions of this section by the DOA-Business Operations Division.

5. FAIR EMPLOYMENT PRACTICES:

All proposals shall be subject to the provisions of Section 109-45 of the Milwaukee Code of Ordinances relating to prohibition of discrimination in employment. This provision shall be applicable and incorporated as part of any contract or proposal award.

6. NON-DISCRIMINATION:

In performing in accordance with the terms of the RFP, 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 as defined in Section 109-45 of the Milwaukee Code of Ordinances. Contractor is required to include a similar provision in all subcontracts. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to insure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places available for employees and applicants for employment notices to be provided by the contracting officer setting for the provisions of the nondiscrimination clause. Wisconsin Statutes 16.765 (1) and (2) and provisions of section 109-45 of the Milwaukee Code of Ordinances.

7. SPECIAL CONDITIONS PERTAINING TO FORMAL CONTRACT EXCEEDING \$30,000:

When an award is made and the total amount exceeds \$30,000 or when the consideration can reasonably be interpreted to exceed a value of \$30,000, such an award shall not be deemed to be an acceptance by the City. Acceptance by the City shall not be effective until such acceptance 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 provisions of said agreement, contract or instrument and said fact appears in writing on the face of such agreement, contract

or instrument

8. LICENSES AND PERMITS:

Proposers shall have any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their proposals if required.

9. ADDITIONAL CONTRACT TERMS:

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

- a. Contractor shall not assign this contract or any interest therein, nor sublet the same, or any part thereof, without the consent in writing of the DOA-Business Operations Division being first obtained, and that if the party of the first part shall so assign or sublet, with such consent, then the DOA-Business Operations Division shall have the right, in its discretion, to rescind the contract and to declare the same null and void.
- b. Contractor shall and will well and truly execute and perform this contract under the terms applicable to the satisfaction of the DOA-Business Operations Division, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this contract.
- c. Contractor will save, indemnify and keep harmless the City of Milwaukee against all loss, liability, judgments, costs and expenses which may in anyway come against said City by virtue of the infringement of any patents or patents in any manner in connection with the work or materials furnished under this contract.
- d. Contractor assumes full liability for all of its acts or omissions in the performance of this contract. 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, 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 judgement 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 judgement not only as to the amount of damages, but also the cost, attorneys fees or other expenses resulting therefrom.
- e. If contractor shall fail to fully and completely perform the contract within the time limited for the performance thereof, contractor shall and will pay the City, as liquidated damages for such default, the amount as indicated in the RFP as an assessment for delay in completing said contract, after the expiration of time limited for its completion.
- f. Failure or neglect of the DOA-Business Operations Division 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.
- g. 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 Purchasing Director.
- h. The contractor covenants and agrees that as a proposer, contractor 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. Contractor covenants and agrees that: the proposal was made without any understanding, agreement, or connection with any person, firm or corporation making a bid for the same supplies; and the proposal is in all respects fair and without collusion or fraud; 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 Contract pertains, shall have any personal interest, direct or indirect, in this contract. 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 Contract, shall have any personal interest, direct or indirect, in this contract.

- i. Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of the Agreement are subject to and conditioned on the provisions of Wis. Stat. Section 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 Agreement, 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.
- j. 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.

10. INSURANCE:

If insurance is required, satisfactory proof of the existence and carriage of such insurance of the kinds and limits specified will be required.

11. RESPONSES TO REMAIN OPEN:

Responses must remain open and will be deemed to be open and subject to acceptance until awarding of the RFP is finalized, or a minimum of sixty (60) days unless otherwise specified following the date set forth for the receipt and filing of the response to the Request for Proposal.

12. PRICING:

Vendors 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 prices and wages.

13. APPLICATION OF TERMS AND CONDITIONS:

All terms, conditions, and scope of services included in the document apply to any subsequent award.

14. DOA-BUSINESS OPERATIONS DIVISION – PROCUREMENT SERVICES SECTION

RESERVES THE RIGHT TO:

Accept or reject all or part of any proposal submitted and accept such proposal deemed to be in the best interests of the City;

Reject any and all proposals received in response to this request;

Accept a proposal that is not the lowest cost;

Request clarification regarding any proposal;

Make a partial award, or not make any award.

15. INTEREST IN CONTRACT:

No officer, employe or agent of the City of Milwaukee who exercises any functions or responsibilities in connection with the review, approval or administration of this contract shall have any personal interest, direct or indirect, in this contract.

16. IMPORTANT – FAILURE OF COMPLIANCE:

Failure on the part of the responder to comply with all of the instructions and terms of the Standard Terms and Conditions may result in proposal rejection by the DOA-Business Operations Division, and/or cancellation of orders without liability to the City.

**CITY OF MILWAUKEE
DEPARTMENT OF ADMINISTRATION
BUSINESS OPERATIONS DIVISION**

REQUEST FOR PROPOSALS

for

**A CONSULTANT FOR THE MILWAUKEE CIVIC PARTNERSHIP
INITIATIVE (MCPI) MARKETING SERVICES**

RFP No. 12126

Release Date: October 17, 2012

**Submittal Deadline: November 8, 2012
(No later than 2:00 PM (Central))**

Date: October 3, 2012

I. Background

The City of Milwaukee ("City") is seeking qualified proposers (the "Consultant") to assist the City in the development and implementation of a "Civic Partnership Initiative" (CPI). The goal of the CPI is to identify and create partnerships between the City and businesses or non-profit entities wherein the City will grant certain naming, sponsorship, advertising, or marketing rights on or related to City-owned property in exchange for revenues and/or savings. Stated differently, the CPI aims to maximize revenues and/or savings to the City through the sale of naming, sponsorship, advertising, or marketing opportunities to private sector businesses or non-profits.

II. Scope of Services

The City will create a Civic Partnership Committee ("Committee") to work with, guide, oversee, and approve certain actions of the Consultant.

The City expects the Consultant to provide services including, but not limited to, the following:

- A. The Consultant will work with the City to draft guidelines for the CPI.
- B. The City will identify potential "Assets" (i.e., naming, sponsorship, advertising, or marketing opportunities) (attached as Exhibit 1). The Consultant will then work with the Committee to review the list of potential assets generated by the City and identify the assets with the greatest revenue and/or savings potential.
- C. The Consultant will market the identified City Assets to the private sector (both for-profit and non-profit entities) by developing a marketing strategy which includes creating marketing materials to outline the program goals and promote the CPI, disseminating those materials via all appropriate media, identifying a strategy to target entities for partnerships, approaching and soliciting potential partnership entities, following up on partnership opportunities identified by the City, meeting with prospective companies to provide information on the City's Assets.
- D. For competitive bidding, the Consultant will assist the City in the development, distribution, and promotion of Request(s) for Proposals (RFPs) or bids. The Consultant will assist the City in reviewing proposals or bids, interviewing proposers or bidders, and preparing resulting partnership agreements.
- E. The Consultant will work with the Committee to obtain preliminary approval of RFPs, partnership agreements, and new, internally-developed partnership opportunities.
- F. The Consultant will appear before the Milwaukee Common Council (or any committee thereof) for final approval of RFPs and partnership agreements.
- G. The Consultant will assume the lead role in the negotiation of contractual, financial, and programmatic terms and conditions with prospective partnership entities.
- H. The Consultant will work with the City to provide updates to the Common Council on the progress of the CPI.
- I. The Consultant will, upon request of the Committee, interface with the media regarding the CPI or any specific partnership agreement.

III. Proposal Submission Requirements

Individuals and firms responding to this RFP must provide the following information in their proposals.

A. Title Page

B. Letter of Transmittal

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

C. Table of Contents

The table of contents should include a clear identification of the material presented according to section and page number.

D. Profile of Proposer

Please provide a brief overview of your firm including, but not limited to, the following information:

- Year founded
- Location
- Ownership structure
- Description of revenue sources
- Material changes in organization structure in the past three years or plans for change in structure
- Types of services offered to clients
- Description of any pending or past litigation in the past three years

E. Documentation of Past Experience and Qualifications

Please provide information about your firm's experience in working with similar entities. Information should include, but not be limited to:

- Detailed description of experience in managing marketing initiatives for government and non-profit entities.
- Minimum of three references that can be contacted regarding marketing experience.
- Describe whether key persons assigned to past engagements are still with firm and available to work on this assignment.
- Provide relevant performance information from experiences with past clients.

F. Staffing

Please provide information on the staffing of your firm to include, but not limited to, the following:

- Identification of key personnel who take the most active roles in the administration and management of the firm.

- Provide resumes and/or biographical information of key marketing professionals that will be directly involved in the initiative.

G. Scope of Engagement

Clearly describe the scope of the services to be provided and the methodology to be used. In particular, please describe how the firm will meet the scope of services, and/or any additional services not mentioned by the City.

H. MBE, WBE, and SBE Participation

The M/W/SBE requirement is not mandatory, but proposers who utilize a City-certified M/W/SBE business in a meaningful value-added way will receive up to 10 additional points. Proposers who do utilize a City certified M/W/SBE contractors for this contract will be eligible for up to 10 additional points that have been designated in this RFP for M/W/SBE utilization. In order to qualify for M/W/SBE points, Proposers must detail in their proposal response what percentage of the contract will be subcontracted to the M/W/SBE vendor and what meaningful services the M/W/SBE subcontractor will perform. M/W/SBE Form A must be completed and returned with your proposal if you intend to utilize an M/W/SBE subcontractor. Failure to return these properly-completed forms may result in disqualification for the additional points for M/W/SBE participation. For information on the City's M/W/SBE Program, contact Ossie Kendrix at (414) 286-5552.

I. Local Business Enterprise Participation

City contracting departments are required, unless contrary to federal state or local law or regulation, to apply an award standard in all bids so that a local business has an advantage in being awarded a contract, provided that its bid does not exceed the lowest bid by 5% or \$25,000. As it relates to Request for Proposals (RFPs), an additional number of points, equal to 5% of the maximum number of points used for evaluation, must be added to increase the total score attained by a local firm.

IV. Required Format-

- A. Each proposer shall submit one electronic copy, and one original, clearly marked as such, and 8 copies of the complete proposal, securely sealed, to the issuing office not later than the specified date and time. The cost of preparing proposals is the responsibility of the proposers.
- B. To enable the City to perform a fair and consistent review of all proposals, proposals must be submitted in the following manner:
 - i. The proposers name, address, email address, telephone and fax numbers must be clearly marked on all copies of the proposal, as follows:
 1. On the cover page, identify the proposal with the words, "Civic Partnership Initiative", RFP Number 12126.
 2. The first page must include the name and the mailing address of the proposer, including a name, address, E-mail address, telephone and fax

number for the proposer's primary contact for this engagement. The words "Civic Partnership Initiative" should be included on this page.

3. All proposals are time-stamped upon receipt and are securely kept unopened, until the Closing Date and Time. The City, or any official or employee thereof, will not be responsible for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. Proposals delivered by electronic means (other than the electronic copy described herein) such as facsimile and e-mail, are not allowed and proposals so delivered will not be considered.
4. It is the responsibility of the proposer, prior to submitting a response to the RFP, to determine whether all addendums have been downloaded from the Procurement Services Section web page and are included with the RFP response.

V. Cost Proposal

Proposers should disclose their all-inclusive cost, including expenses, to perform deliverables on the Cost Proposal Form attached as Appendix A. Each proposer shall submit one electronic copy, and one original, clearly marked as such, and 8 copies of their cost proposal in a single separately marked envelope to the issuing office not later than the specified date and time.

I. Proposal Evaluation

The City will use specific criteria for evaluating proposals to perform the requested services. The evaluation will assign points to each response in a number of categories which are discussed below:

- A. Quality of Proposal to Complete Scope of Services**
(Maximum of 35 points) – A maximum of 35 points will be assigned to the quality of the proponent's proposal, and subsequent methodology for completing the scope of services.
- B. Qualifications and Experience**
(Maximum of 35 points) – A maximum of 35 points will be assigned to the proponent's qualifications and experience in undertaking marketing projects similar to this engagement.
- C. Price**
(Maximum of 30 points) – A maximum of 30 points will be assigned to price, defined as proponent's cost for services for this engagement. The City intends to enter into a contractual relationship only with a proponent whose compensation is a commission fee structure based upon the percentage of revenue and savings generated by the consultant. Please outline any additional costs that may not be covered through commission.
- D. M/W/SBE Participation**
(Maximum of 10 points) – Proposers can receive up to 10 additional points by utilizing a City Certified M/W/SBE Firm on this project.

E. Local Business Enterprise Participation

Up to 5% maximum points can be received by a local business enterprise.

VI. Other Requirements

A. Indemnification

The Consultant will be required to indemnify and hold the City harmless for any liability incurred as a result of the Consultant's actions.

B. Insurance

The Consultant shall be required to provide minimum levels of insurance as outlined in Exhibit 2.

VII. Dissemination of Report

The draft report and final report will become the property of the City of Milwaukee, and the City will maintain ownership of the reports and disseminate reports as it determines appropriate.

VIII. Contact Person

Proposers are specifically directed not to contact any City of Milwaukee staff for meetings, conferences or technical discussions that are related to this RFP. Unauthorized contact of any City personnel is a cause for rejection of the proposal.

All communications regarding this RFP and the submittal process should be directed in writing to:

Karen D. Jeffries

Purchasing Agent
City of Milwaukee
Department of Administration
Business Operations Division
Procurement Services Section
200 E. Wells Street, Room 601
Milwaukee, WI 53202-3560
Email: KDJEFFR@milwaukee.gov

IX. Timeline

DATE	SELECTION PROCEDURE
OCTOBER 17, 2012	RFP RELEASE DATE
OCTOBER 23, 2012	DEADLINE FOR SUBMITTING QUESTIONS
OCTOBER 25, 2012	DATE FOR POSTING ADDENDUM WITH ANSWERS TO QUESTIONS
NOVEMBER 8, 2012	PROPOSAL DUE DATE – 2:00 P.M. CST
NOVEMBER 12-26, 2012	EVALUATION AND SELECTION OF QUALIFYING FIRMS
DECEMBER 3-7, 2012	PROPOSER(S) FOLLOW UP INTERVIEWS
DECEMBER 3-7, 2012	SELECTION OF HIGHEST RANKED PROPOSER
DECEMBER 17 – 31, 2012	CONTRACT NEGOTIATIONS AND PREPARATIONS
JANUARY 2013	CONTRACT COMMENCEMENT DATE

*NOTE: All dates are tentative and subject to change

X. Clarifications

If additional information is needed to interpret the specifications/requirements, written questions must be received by the cut-off date listed in the proposal. All questions and answers will be listed in the form of an addendum to the City's website. If additional time is needed, the proposal due date will be extended to allow adequate time for answers to be posted and proposers to incorporate them into their proposals

XI. Content of the RFP

The "Invitation to Bid" document with a signature and all attachments, additional pages, addenda or explanations supplied by the vendor with the proposal will be considered as part of the proposal response. If an oral interview/presentation is required of selected finalists, it shall be at the respondent's expense. However, an award may be made without discussion with the respondents. Therefore, all proposals should be submitted initially on the most favorable terms, from both technical and cost standpoint. Elaborate Inclusions (artwork brochures, etc.) unless requested, are strongly discouraged.

XII. Other Considerations

Factors which include, but are not limited to, quantity involved, time of performance, purpose, financial capacity of vendor, ability to render satisfactory service, use of a City certified M/W/SBE vendor, and past performance will be considered in determining status as a responsible vendor. The City reserves the right to request additional information as may be reasonable in order to determine the qualifications of a respondent.

XIII. Amending a Request for Proposal

After a Request for Proposal has been filed with the DOA-Business Operations Division, if the responder desires to amend the proposal, PROPOSER MAY DO SO BEFORE THE DUE DATE AND TIME set for the receipt of proposals in the Request for Proposal by filing an amendment fully identified with the original proposal submitted by number, commodity or service. All the conditions and provisions of the original proposal will be in effect. NO REQUESTS FOR PROPOSAL OR AMENDMENTS 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.

XIV. Follow-up Interviews

The City may conduct discussions with the highest ranked proposer(s) who submitted a proposal. Proposers must be available for interviews/presentations at City facilities or by phone on the specified dates.

XV. Incurred Costs

Those vendors submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the City or for participating in any selection or follow-up interviews, including negotiations.

XVI. Jurisdiction, Venue, Choice of Law

This RFP and any resulting contract shall be governed by and construed according to the laws of the State of Wisconsin.

XVII. Negotiations

The City may at its sole option, open negotiations with the highest ranked proposers after the proposal closing date and prior to award.

XVIII. Assignment

The proposer may not reassign any award made as a result of this RFP, without prior written consent from the City.

XIX. Rejection

The City reserves the right to reject any and all proposals, to waive any informality in the proposals that are received, to accept or reject any or all items in the proposal, and to award a contract in whole or in part. Moreover, the City reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interests of the City.

XX. RFP Results

RFP scores will be available to the public after contract award, which is approximately 90-120 days from the date of opening. RFP results can be found on the City's website at:

<http://www.city.milwaukee.gov/display/router.asp?docid>

CITY OF MILWAUKEE INSURANCE REQUIREMENTS

- 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.
- C. The original insurance certificate must be accompanied by an **original** “Affidavit of No Interest” setting forth that: No City Official or employee has or will receive anything of value in connection with the furnishing of said insurance certificate.

The affidavit must be notarized and signed by the same Wisconsin Agent or Surplus Lines Intermediary who signed the insurance certificate

- D. The corresponding City bid, contract and/or purchase order numbers must be referenced on the insurance certificate.
- E. A copy of the endorsement of the Earlier Notice of Cancellation or Non-Renewal stipulation must be submitted with the Certificate of Insurance (See Example Below).
- F. The certificate holder shall be noted as:

City of Milwaukee – DOA – Procurement Services
 Attn: Karen D. Jeffries (RFP#12126)
 200 E. Wells Street, Room 601
 Milwaukee, WI 53202

COVERAGE	AMOUNT
Worker’s Compensation (Please note the City requires Worker’s Compensation for Sole Proprietorships)	Statutory Limits

1. General Requirements

A certificate of insurance acceptable to City evidencing the insurance requirements is to be provided. Certification shall state that the insurance policies issued to the Consultant meet the requirements as outlined below. All certificates are to be provided within 30 days of final execution of this Contract.

All policies shall state that the City shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Consultant’s insurers providing the coverage required by City for the duration of this Contract.

Insurance companies must be acceptable to City and must have a current A.M. Best rating of A- VIII or better.

If subcontractors are used, each must meet all requirements in Sections A and B.

2. The minimum insurance requirements are as follows:

A. Workers' Compensation and Employer's Liability

- Workers' Compensation Statutory Coverage
- Bodily Injury by Accident \$100,000 each accident
- Bodily Injury by Disease \$500,000 policy limit
- Bodily Injury by Disease \$100,000 each employee

Employer's Liability at limits noted above or higher limits if needed to meet Umbrella underlying insurance requirements.

Coverage shall be modified to include a Waiver of subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

B. Commercial General Liability

- Commercial General Liability \$1,000,000 each occurrence
- General Aggregate \$2,000,000 aggregate
- Personal & Advertising Injury Limit \$1,000,000 each occurrence
- Products - Completed Operations Aggregate \$ 2,000,000 aggregate
- Medical Expense \$ 5,000 each person

Coverage must be equivalent to ISO form CG0001 or better.

Coverage must be on an occurrence basis.

The City of Milwaukee shall be added as an additional insured using ISO form CG2026 or its equivalent.

Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

The policy shall include independent contractors (owners/contractors protective) and contractual liability.

Coverage will apply on a primary and non-contributory basis. We suggest the following wording:

"If you have agreed in a written contract that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the contract was executed prior to the bodily injury, property damage, personal injury or advertising injury, then this insurance will be primary over, and we will not seek contribution from, such insurance."

Coverage shall apply to the risks associated with or arising out of the services provided under this contract.

C. Auto Liability

- Combined Single Limit \$1,000,000 each accident
- Medical Expense \$ 10,000 each person

Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

If the Contractor owns or leases any vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or leased vehicles then coverage must be for Hired and Non-Owned Autos (Symbols 8 and 9).

Coverage shall include contractual liability for risks assumed in this contract.

D. Umbrella (Excess) Liability

- \$5,000,000 per occurrence
- \$5,000,000 aggregate

The Umbrella Liability insurance shall provide coverage excess of the Employer's Liability, Commercial General Liability and Auto Liability Coverages, including the amendments stated above.

E. Professional Liability Errors and Omissions

- \$5,000,000 each claim
- \$5,000,000 aggregate

The retroactive date shall be no later than the date this contract begins.

The policy shall contain an extended reporting endorsement of at least two years which will be exercised in the event of cancellation or non-renewal of the policy unless the replacement policy contains the original retroactive date.

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 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/ies providing Earlier Notice of Cancellation or Non-Renewal. Such endorsement must contain the following stipulation:

NOTICE OF CANCELLATION OF ENDORSEMENT

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 30 days before the effective date of the action.

Person or Organization (Name & Address)	SCHEDULE	Advance Notice (Days)
City Attorney City of Milwaukee 200 East Wells Street Milwaukee, WI 53202		30

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.**

AFFIDAVIT OF NO INTEREST
for
RFP#12126

Instructions: This affidavit must accompany each new Certificate of Insurance or Certificates of Insurance that are renewals. The same insurance agent whose name is on the Certificate of Insurance must be the person signing this Affidavit – do not complete this Affidavit using the name of the insurance company.

The original insurance certificate must be accompanied by an **original** "Affidavit of No Interest" setting forth that **to the best of our knowledge**, no City Official or employee has received or will receive anything of value in connection with the furnishing of said insurance certificate.

_____, being first duly sworn, on oath deposes and says that
(Insurance Agent's Name)

he/she is the agent of _____, insurer
(Insurance Company(s) Listed in "Insurers Affording Coverage" on Certificate of Insurance)

on the attached certificate issued to _____
(Name of Insured/Contractor listed on Certificate of Insurance)

Affiant further deposes and says that no officer, official or employee of the City of Milwaukee has any interest, directly or indirectly, or is receiving any premium, commission, fee or other thing of value in connection with the furnishing of said insurance certificate.

(Insurance Agent's Signature)

State of _____ County of _____

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

(Notary Public)

My Commission Expires: _____

DESIGNATION OF CONFIDENTIAL, TRADE SECRET AND PROPRIETARY INFORMATION

Material submitted in response to the City of Milwaukee's Request for Proposal No. _____ includes information that we have determined is proprietary, confidential and/or information which qualifies as a trade secret, as provided in Wis. Stat. Section 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 be 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:

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

***NOTE: 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 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 AGREES WITH 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.

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

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

NOTE: 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 request for proposal will be handled in accordance with applicable City of Milwaukee procurement regulations. A proposer responding to this proposal should not include any proprietary information or protected trade secret(s) as part of its proposal unless the proposer 1) designates the specific information that it maintains is proprietary or trade secret and the reason(s) for such designation in a separate document to the City of Milwaukee, Department of Administration, Business Operations Division, and 2) identifies the specific information when 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 Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. _____, etc. Data contained in the proposal and all documentation become the property of the City of Milwaukee, Department of Administration, Business Operations Division.

Generally, proposals are available for public review after the City of Milwaukee, Department of Administration, Business Operations Division has awarded a contract.



**CITY OF MILWAUKEE
OFFICE OF SMALL BUSINESS DEVELOPMENT
CONTRACTOR COMPLIANCE PLAN
(FORM A)**

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

I. GENERAL INFORMATION (REQUIRED)

RFP#12126

Description: A Consultant for the (MCPI) Marketing Services

Participation

MBE	_____ %
African-American	_____ %
Asian-American	_____ %
Hispanic	_____ %
Native American	_____ %
WBE	_____ %
SBE	_____ %

Description

MBE - Minority business enterprise
WBE - Woman business enterprise
SBE - Small business enterprise

II. PRIME CONTRACTOR INFORMATION (REQUIRED)

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

III. ACKNOWLEDGEMENT (REQUIRED)

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

Name of Authorized Representative: _____ Title: _____
 Signature: _____ Date: _____

FOR STAFF USE ONLY

Purchasing Agent Signature: _____ Date: _____

Contracting Department: _____
 Reviewed by: _____ Title: _____
 Phone: _____ Date: _____

Data entered by OSBD Staff: _____ Date: _____

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

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

IV. SUBCONTRACTOR INFORMATION

Subcontractor Name: _____

Work performed / Materials supplied: _____

City of Milwaukee Certification: _____ MBE _____ WBE _____ SBE

Proposed Award: \$ _____ / _____ %

Contact Person: _____ Title: _____

Phone: _____ Fax: _____ Email: _____
Owner/Representative Signature: _____ Date: _____

Subcontractor Name: _____

Work performed / Materials supplied: _____

City of Milwaukee Certification: _____ MBE _____ WBE _____ SBE

Proposed Award: \$ _____ / _____ %

Contact Person: _____ Title: _____

Phone: _____ Fax: _____ Email: _____
Owner/Representative Signature: _____ Date: _____

Subcontractor Name: _____

Work performed / Materials supplied: _____

City of Milwaukee Certification: _____ MBE _____ WBE _____ SBE

Proposed Award: \$ _____ / _____ %

Contact Person: _____ Title: _____

Phone: _____ Fax: _____ Email: _____
Owner/Representative Signature: _____ Date: _____

PLEASE DUPLICATE AS NEEDED TO PROVIDE ADDITIONAL SUBCONTRACTOR INFORMATION

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



DEPARTMENT OF ADMINISTRATION
BUSINESS OPERATIONS DIVISION
PROCUREMENT SERVICES SECTION

Revised: December 17, 2009

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

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

Bid / RFP # _____

Property Location 1

Name:	
Address:	
City, State, Zip	

Property Location 2

Name:	
Address:	
City, State, Zip	

Property Location 3

Name:	
Address:	
City, State, Zip	

Property Location 4

Name:	
Address:	
City, State, Zip	

PLEASE SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL TO:

200 E. WELLS STREET, ROOM 601
MILWAUKEE, WISCONSIN 53202
OR FAX TO 414-286-5976



DEPARTMENT OF ADMISTRATION
BUSINESS OPERATIONS DIVISION
PROCUREMENT SERVICES SECTION

Revised December 17, 2009

LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM
AFFIDAVIT OF COMPLIANCE

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

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

- This affidavit of compliance will be the contractor's sworn statement that the business meets the following criteria:
- The business owns or leases property within the geographical boundaries of the City of Milwaukee.
- A residential address may suffice to establish compliance as a Local Business Enterprise, but only if the business does not own or lease other real property...
- Leased property shall not suffice to establish compliance as a Local Business Enterprise unless at least half of the acreage of all the real property owned or leased by the business is located within the geographical boundaries of the City of Milwaukee.
- The business has owned or leased real property within the geographical boundaries of the City of Milwaukee and the business has been doing business in the City of Milwaukee for at least one (1) year.
- The business is not delinquent in the payment of any local taxes, charges or fees, or the business has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement.
- The business will perform at least 10% of the monetary value of the work required under the contract.

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

SITE VISITS: Please note the contractor agrees to allow the City to verify Local Business Enterprise status by allowing City Staff to visit the operation(s) of the business that is seeking Local Business Enterprise status at any time without notice, in an effort to maintain the integrity of the City's bidding process.

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

Authorized Signature:
Printed Name:
Date:

NOTARIZATION

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

NOTARY PUBLIC SIGNATURE: _____

(SEAL)

PRINT NAME: _____ My commission expires: _____

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



Legislation Details (With Text)

File #: 121583 **Version:** 0
Type: Communication **Status:** Placed On File
File created: 2/27/2013 **In control:** COMMON COUNCIL
On agenda: **Final action:** 3/21/2013

Effective date:

Title: Communication from the Department of Administration relating to an update on the selection of a consultant for the Milwaukee Civic Partnership Initiative.

Sponsors: THE CHAIR

Indexes:

Attachments:

Date	Ver.	Action By	Action	Result	Tally
2/27/2013	0	COMMON COUNCIL	ASSIGNED TO		
3/7/2013	0	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
3/14/2013	0	FINANCE & PERSONNEL COMMITTEE	RECOMMENDED FOR PLACING ON FILE	Pass	4:0
3/21/2013	0	COMMON COUNCIL			

121583
ORIGINAL

Communication from the Department of Administration relating to an update on the selection of a consultant for the Milwaukee Civic Partnership Initiative.

DOA
jh
2/26/13



Legislation Details (With Text)

File #: 120811 **Version:** 1

Type: Resolution **Status:** Passed

File created: 9/27/2012 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:** 10/16/2012

Effective date:

Title: Substitute resolution directing the Department of Administration to implement a pilot program for advertising on City vehicles.

Sponsors: ALD. MURPHY

Indexes:

Attachments: 1. Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/27/2012	0	COMMON COUNCIL	ASSIGNED TO		
10/1/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
10/2/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
10/3/2012	1	PUBLIC WORKS COMMITTEE	RECONSIDERED	Pass	5:0
10/3/2012	1	PUBLIC WORKS COMMITTEE	RECOMMENDED FOR ADOPTION	Pass	5:0
10/3/2012	1	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0
10/16/2012	1	COMMON COUNCIL	ADOPTED	Pass	15:0
10/19/2012	1	MAYOR	SIGNED		

120811
SUBSTITUTE 1

ALD. MURPHY

Substitute resolution directing the Department of Administration to implement a pilot program for advertising on City vehicles.

This resolution establishes a one-year pilot program for advertising on City vehicles.

The Department of Administration is directed to implement the pilot program and to:

1. Identify City vehicles, including street sweepers and snow plows, available for marketing and desirable potential partners.
2. Prioritize these vehicles in terms of ease of marketing and short- or long-term commercial value.
3. Develop a marketing plan for the City vehicles.
4. Seek out commercial partners for transactions.
5. Negotiate the terms of and execute marketing agreements relating to these vehicles with

commercial entities.

6. Adopt reasonable rules to implement the intent of this resolution.

Whereas, The City of Milwaukee is limited, by state statute, in its ability to generate new and additional revenues for continuation of City services; and

Whereas, The City has an ongoing need to develop new and innovative sources of revenue; and

Whereas, Several cities throughout the country have implemented programs to market advertising space on city assets, including city-owned vehicles; and

Whereas, On September 25, 2012, the Common Council adopted Common Council Resolution File Number 120396, directing the Department of Administration to issue a request for proposals for a consultant to develop and execute the Milwaukee Civic Partnership Initiative, a plan to market City assets for advertising, sponsorship and naming rights to corporations and non-profit organizations; and

Whereas, Even as the City is issuing the Request for Proposals and while the selected consultant is developing the Milwaukee Civic Partnership Initiative, the City can realize immediate benefits by marketing advertising space on City-owned vehicles; and

Whereas, It is in the best interest of the City to establish a pilot program for advertising on City vehicles; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Department of Administration is directed to implement a pilot program for advertising on City vehicles for a one-year period from the adoption of this resolution; and, be it

Further Resolved, That the Department of Administration shall:

1. Identify City vehicles, including street sweepers and snow plows, available for marketing and desirable potential commercial partners.
2. Prioritize these vehicles in terms of ease of marketing and short- or long-term commercial value.
3. Develop a marketing plan for the City vehicles.
4. Seek out commercial partners for transactions.
5. Negotiate the terms of, and execute marketing agreements, relating to these vehicles with commercial entities.
6. Adopt reasonable rules to implement the intent of this resolution; and, be it

Further Resolved, That the Department of Administration shall submit written reports on a quarterly basis to the Common Council regarding the pilot City vehicle advertising program during the one-year period the pilot program is operating.

LRB143199-2
Teodros W. Medhin:lp
10/1/2012



Legislation Details (With Text)

File #: 120396 **Version:** 2

Type: Resolution **Status:** Passed

File created: 7/6/2012 **In control:** FINANCE & PERSONNEL COMMITTEE

On agenda: **Final action:** 9/25/2012

Effective date:

Title: Substitute resolution directing the Department of Administration to issue a request for proposals for a consultant to develop and execute the Milwaukee Civic Partnership Initiative.

Sponsors: ALD. MURPHY

Indexes:

Attachments: 1. Exhibit 1, 2. Exhibit 2, 3. Revised CPI- RFP, 4. CPI - RFP, 5. Milwaukee Civic Partnership Initiative PPT Presentation, 6. Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
7/6/2012	0	COMMON COUNCIL	ASSIGNED TO		
9/13/2012	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
9/13/2012	1	FINANCE & PERSONNEL COMMITTEE	HEARING NOTICES SENT		
9/19/2012	2	FINANCE & PERSONNEL COMMITTEE			
9/19/2012	1	FINANCE & PERSONNEL COMMITTEE			
9/19/2012	2	CITY CLERK	DRAFT SUBMITTED		
9/25/2012	2	COMMON COUNCIL	ADOPTED	Pass	13:0
10/3/2012	2	MAYOR	SIGNED		

120396
SUBSTITUTE 2

ALD. MURPHY

Substitute resolution directing the Department of Administration to issue a request for proposals for a consultant to develop and execute the Milwaukee Civic Partnership Initiative.

This resolution directs the Department of Administration to issue a request for proposals for a consultant to develop and execute the Milwaukee Civic Partnership Initiative, a plan to market City assets for advertising, sponsorship and naming rights to corporations and non-profit organizations.

The consultant will review a list of potential marketable City assets prepared by the Department of Administration and develop a strategy for marketing the City's assets.

Whereas, The City of Milwaukee is limited, by state statute, in its ability to generate new and additional revenues for continuation of City services; and

Whereas, The City has an ongoing need to develop new and innovative sources of revenue; and

Whereas, Several cities throughout the country have developed programs to market advertising

space, sponsorship and naming rights to corporations and non-profit organizations; and

Whereas, These programs have produced significant new revenues and savings for these cities, which have allowed them to mitigate declining revenues and to continue to provide vital services; and

Whereas, The Department of Administration has researched advertising and sponsorship programs in several of these cities and has developed a plan for the implementation of a similar initiative for Milwaukee to reach out to local, regional and national corporations and non-profit organizations; and

Whereas, The new initiative shall be called the Milwaukee Civic Partnership Initiative; and

Whereas, The Department of Administration has developed a request for proposals, a copy of which is attached to and made a part of this file, for a contract with a consultant to solicit and procure public-private partnerships for advertising, sponsorship and naming rights; and

Whereas, The Department of Administration has developed a list of potential marketable City assets to guide the initial work of the consultant; and

Whereas, The consultant will review the list and develop a strategy to begin marketing of the City's assets; and

Whereas, The consultant will assist the Department of Administration in developing policies and guidelines, to be approved by the Common Council, that will guide the work of the consultant and the City; and

Whereas, The Department of Administration will form a committee, consisting of members from various City departments, to review all proposals and requests for proposals before forwarding them to the Common Council for approval; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Department of Administration is directed to issue a request for proposals for a consultant to develop and execute the Milwaukee Civic Partnership Initiative, a copy of which is attached to this file; and, be it

Further Resolved, That after reviewing all proposals received, the Administration Director of the Department of Administration is directed to recommend and submit a contract to the Common Council for review and approval.

Department of Administration
LRB 140928-1
TWM/lp
9/19/12