

REQUEST FOR QUALIFICATIONS

Issued By:



PORT MILWAUKEE

Issued For:

PORT SECURITY AND LIGHTING ENGINEERING SERVICES CONSULTANT SELECTION

January 21, 2025

**Statements of Qualifications must be submitted no later than:
4:00 P.M. CDT on February 21, 2025**

Late Submittals Will Be Rejected

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1.0 – Introduction

Port Milwaukee is located on Jones Island due south from downtown Milwaukee. The Port encompasses 467 acres of commercial and industrial space. This Port Milwaukee project focuses on enhancing Port Milwaukee’s maritime security with enhanced lighting and enhanced CCTV coverage.

Port Milwaukee was visited by the U.S. Department of Homeland Security Cybersecurity and Infrastructure Security Agency (CISA) in August 2021 who conducted their Infrastructure Survey Tool (IST) process. Subsequently, CISA issued a report with IST findings and recommendations for Port Milwaukee. The report lists vulnerabilities and potential security or resilience enhancements. This project focuses on upgrading and adding equipment to mitigate maritime security vulnerabilities. Port Milwaukee is addressing the CISA findings and recommendations in 2 major areas: Electronic Security Systems and Illumination. Per the CISA report:

- 1) Electronic Security Systems: There is inadequate CCTV camera coverage which degrades effective monitoring potential of nefarious activity at the port.
- 2) Illumination: Lighting in the port area is uneven, with inconsistent coverage, which can let intruders go undetected.

Port Milwaukee subsequently received a grant from the Port Security Grant Program to address the above issues.

Port Milwaukee is now seeking qualifications from consultants interested in providing engineering and related services for Port Milwaukee on this project. The total cost for services performed with this contract will be determined based on negotiations with the selected consultant for the services being requested. Upon successful scope and fee negotiations, Port Milwaukee will enter into a professional services contract with the selected consultant.

2.0 - Scope of Services

The Port Milwaukee Port Security Grant Program award includes procurement and installation of new and replacement light poles as well as upgraded light fixtures. In addition, the electronic security system enhancements include procurement and installation of camera upgrades, new cameras, poles, and receivers. Some of the existing electrical circuits, poles, wiring, and underground conduits are obsolete, so new electrical wiring will need to be designed and installed inside new conduit which will be bored underground between new concrete light pole base foundations.

We will need a geotechnical consultant to perform drilling and soil testing at several different locations to evaluate the soil for strength and for hazardous materials due to the prevalence of “filled in land” at the Port. These soil borings will need a drilling spoil analysis done to ascertain their properties as well as a disposal fee for their removal. In order to ensure the integrity of the proposed concrete light pole base foundations, the soil borings will need to be analyzed for optimal foundation design.

A full photometric lighting assessment will also be needed to ensure compliance with national lighting standards on the docks. The photometric assessment will fine tune the new light fixture locations in order to optimize light levels efficiently and cost effectively by minimizing the number of poles and lights needed.

Engineering firms will be ranked and selected based on total points received. The selected firm will be contacted and asked to prepare a task-specific work plan and cost estimate for Port Milwaukee review and negotiations. Upon successful negotiation of the scope and fee, Port Milwaukee will enter into a work order with the selected consultant under an “actual cost-plus fixed fee not to exceed” basis of payment.

All activities a consultant provides services for under this contract must comply with the regulatory requirements and guidelines of the City of Milwaukee, the Wisconsin Department of Transportation (WisDOT), the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Maritime Administration (MARAD), and/or other applicable regulatory agencies.

The activities that will be conducted under a professional services contract resulting from this RFQ may include, but are not limited to:

GENERAL CIVIL

1. Survey and Base Map

Provide survey staff to complete a survey and prepare a base map, including:

- a. Electronic data collection
- b. Prepare base map utilizing Milwaukee County GIS lot lines and aerial photography
- c. Utility location and layout including information provided by Digger’s Hotline and utility plans provided by Port Milwaukee.

GEOTECHNICAL

2. Geotechnical Analysis and Design

The work tasks in this area will involve field services, laboratory services, investigation and analysis, and recommendations in accordance with City of Milwaukee, WisDOT, American Society for Testing and Materials (ASTM), Load and Resistance Factored Design (LRFD), the current edition of the International Building Code (IBC), and/or other relevant specifications based on the type of application:

- a. Perform field services including soil sampling (including proper hole abandonment or backfilling to any applicable standards) and determine groundwater level.
- b. Conduct investigations of soils and groundwater and perform analysis to provide site-specific design parameters for new high tower light poles such as lateral design requirements, recommended type of foundation, estimated settlement, site preparation considerations, and construction considerations.
- c. Perform laboratory services including consolidation testing, triaxial testing, shear testing, unconfined compressive strength, soil classification through sieve analysis, and Atterberg limits.
- d. Prepare reports summarizing results of geotechnical testing and analysis and providing conclusions and recommendations

ENVIRONMENTAL / HAZARDOUS MATERIAL HANDLING

3. Environmental Analysis / Material Management

Prepare contaminated material management plan and provide environmental analysis, testing and remediation planning including, but not limited to:

- a. Perform field services including soil sampling (including proper hole abandonment or backfilling to any applicable standards).
- b. Conduct testing of samples that are representative of the sites
- c. Perform laboratory services including Volatile Organic Compound (VOC) vapors, Polynuclear Aromatic Hydrocarbons (PAHs), environmental considerations
- d. Soil disposal and transportation to disposal site.
- e. Prepare reports summarizing results of environmental testing and analysis and providing conclusions and recommendations.

ELECTRICAL

4. Lighting Design

Planning and design of all aspects of the lighting system including lighting design with photometric study, luminaire, pole and bracket selection, light placement, cable size and routing, pipe and conduit installation including, but not limited to:

- a. Existing circuit calculations including load balancing and voltage drop calculations.
- b. Coordinate with WE Energies for any needed new services.
- c. Lighting and electrical design including development of plans, specifications and construction estimates for preliminary and final project intervals.
- d. Meetings – Meet with City staff to review all circuit design plans.
- e. Design Standards:
 1. Lighting design will utilize and reference standard electrical specifications and details.
 2. Lighting infrastructure will be designed to meet NEC specifications.
 3. Lighting design will be based on best practices, field conditions, and construction coordination.
 4. Photometric modeling and illumination documentation.
- f. Electrical Service and Controls Coordination:
 1. Proposed cabinet locations will be determined using City mapping created from GIS and manual locates.
 2. It is assumed that existing low voltage lighting circuits may be considered as a potential power source. This task includes coordination with the electrical utility for any new electrical services, completing the permit form and application, and conflict mitigation.
- g. Lighting Design:
 1. All existing lighting infrastructure located from manual inspection and GIS databases will be mapped in CAD and required removals will be determined.
 2. Final lighting layout, electrical conduit routing, pull box and control cabinet locations will be mapped in CAD.

3. Using the proposed layouts, voltage drop calculations will be performed to determine optimized electrical circuiting and conductor sizing. All calculations will be documented with spreadsheets and will be available for review upon request. Includes establishing requirements for temporary connections, temporary lighting, and other construction operations.
4. Field Work. Upon completion of design, verify all proposed lighting, pull box and cabinet locations to ensure design efficiency and mitigate conflicts with existing geometrics and known utilities

PROJECT MANAGEMENT

5. Construction Management

Bidding and Administration: This task includes preparing and submitting deliverables for project advertisement and letting. The bidding and administration sub-tasks include the following:

- a. Prepare Bidding Plans and Specifications – Develop and submit construction documents for project, with opportunity for official review after the pre-final submittal. Deliverables will include the following:
 1. Lighting Removal Plans
 2. Lighting Plans
 3. Construction Details
 4. Technical Specifications
- b. Project Delivery and Administration
 1. Construction estimates will be updated and presented at check-in meetings with Port Milwaukee.
 2. Port Milwaukee will complete bidding documents and advertisement for letting.
- c. Meetings and Coordination:
 1. Kick-off meeting.
 2. Design review meetings.
 3. Pre-bid meeting with contractors.

Construction Management: Provide construction management staff to lead, or assist Port staff, in construction contract management and coordination with the delivery of project. Work tasks in this area may include, but not be limited to:

- a. Conducting preconstruction meeting
- b. Inspections of all work
- c. Tracking / measuring / verifying all project pay quantities
- d. Project documentation, including project close-out.
- e. Process submittals between the contractor and Port (shop drawings, RFI's, etc.)
- f. Review construction changes and proposed change orders
- g. Coordination between private utilities, public utilities, and all City Departments
- h. Coordination of all required project material testing
- i. Conduct final inspections with Port staff
- j. Develop and verify project punch list

- k. Review or develop as-built drawings

3.0 - General Conditions

1. Insurance

Any professional services contract entered into with consultants selected under this RFQ shall require the consultant to carry the necessary liability insurance during the terms of this contract or any extension thereof (see Attachment #1). A Certificate of Insurance shall be provided to the City as evidence thereof naming the City as an additional insured for public liability and property damage, and providing for a thirty (30) day notice to the City prior to termination or cancellation of the policy. The City reserves the right to require review and approval of the actual policy of insurance before it executes this agreement.

2. Office of Small Business Development Participation

Any professional services contract entered into with consultants selected under this RFQ may require disadvantaged business participation as certified under the City's Office of Small Business Development program. It is the City's goal to achieve an **18% average participation rate** on professional services procured under this RFQ. Small Business Enterprise (SBE) participation will not be used as a criterion to rank and select firms for this master services contract.

3. Indemnification and Defense of Suits

Any professional services contract entered into with consultants selected under this RFQ shall require the consultant to indemnify City and its officers, agents, and employees for all losses damages, costs, expenses, judgements, accrued interest, liabilities, or decrees arising out of any claim, action in court, or proceeding before an administrative agency that is brought against City or any of its subcontractors, officers, agents, or employees for (1) losses proximately caused by Consultant's and/or any subconsultant's negligent performance of the design professional services that do not exceed the proportion of a loss caused by the negligent performance and (2) damages Indemnification Provisions in Certain Contracts caused by Consultant's and/or any subconsultant's acts or omissions if such acts or omissions involved reckless, wanton, or intentional misconduct. Any indemnification provisions that are included elsewhere in this Contract pursuant to an agreement between City and the federal government shall also apply, notwithstanding that they may conflict with this Section.

4. Records, Audits and Confidentiality

- a. Any professional services contract entered into with consultants selected under this RFQ shall require the consultant to establish and maintain an original project file incorporating all project materials for future reference by the City. The consultant is to provide copies of all data, calculations, and reports, as may be requested by Port Milwaukee. All materials produced under the contract are to become and/or remain the property of Port Milwaukee. The City may utilize such material in any manner or purpose, as it desires without the further permission, approval or compensation to the consultant. The consultant may not use or publish any materials produced under the contract without the written permission of Port Milwaukee. When required, Consultant

shall execute a Critical Infrastructure Confidentiality Agreement as it relates to Milwaukee Water Works facilities.

- b. The consultant shall maintain books, records, documents and other evidence directly pertinent to performance of the professional services contract in accordance with accepted applicable, professional practices. The Port, or any of its duly authorized representatives, shall have access to such books, records, documents, papers, or any records of the consultant which are directly pertinent to this agreement, for the purpose of making audits, examinations, excerpts and transcriptions.
- c. The Port and the consultant shall comply with the *Public Records Law of Wisconsin* and the consultant will assist the Port in conforming to the law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of the final payment under the professional services contract.
- d. All data and information pertaining to this RFQ shall be treated by the Proposer and its agents as confidential. The Proposer and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the Port.
- e. All material submitted pursuant to this RFQ shall become the property of Port Milwaukee. Submittals shall be kept confidential and will not be released until the consultant selection process is complete with the exception of the Consultant Selection Committee.

5. Non-Discrimination and Equal Employment

Any professional services contract entered into with consultant selected under this RFQ shall require the consultant to agree to not willfully refuse to employ, to discharge, or to discriminate any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; to discriminate for the same reason in regard to tenure, terms or conditions of employment; not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any rule or employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status, or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status.

6. Subcontracting

Unless identified in the response to this RFQ, none of the services to be performed under professional service contracts shall be subcontracted without the prior written approval of the Port. If any services are subcontracted, the performance of such services shall be specified by the professional services contract and shall be subject to each of the provisions contained therein. A prime consultant that enters

into a professional services contract under this RFQ shall be responsible for all services performed under the contract by sub-consultants.

7. Other

Port Milwaukee shall not be liable for any costs incurred by the consultant in responding to this RFQ.

Port Milwaukee reserves the right to accept or reject any or all submittals and to waive irregularities in submittals which would best serve Port Milwaukee interests.

4.0 – Submittal Instructions

1. Number of Submittals

- a. Prospective firms are directed to submit:
 - One (1) - original hard copy
 - One (1) - electronic PDF version (flash drive)

No later than 4:00 P.M. (CDT), on Friday, February 21, 2025. Proposals received after the deadline shall be returned to the sender unopened. The submittal shall be labeled “Qualification Submittal to Provide Port Security and Lighting Engineering Services” and be submitted to:

Jackie Q. Carter
Director, Port Milwaukee
2323 S. Lincoln Memorial Drive
Milwaukee, WI 53207
PortFinance@Milwaukee.gov

2. Format

- a. Firm Identification
 - Provide the name and address of submitting firm
 - Indicate if the firm(s) is licensed to operate in the state of Wisconsin.
 - Provide name, title, phone number and E-mail address of the individual(s) authorized to negotiate a contract for the firm
 - Indicate if the firm has, or plans to maintain, a full-time project office in Milwaukee
 - Indicate if the firm is certified under the City of Milwaukee Office of Small Business Development program for non-WisDOT work
 - Provide a general description of the firm’s areas of expertise
- b. Firm Background, Qualifications and Experience for Each Activity Selected
 - Identify the firm’s experience for each activity called out in the Scope of Services. Provide a description of at least three representative projects including responsibilities and client contact information.

- c. Project Manager
 - Identify the proposed Project Manager (name, phone number, E-mail address, office location) for each activity called out in the Scope of Services.
 - Provide the proposed project managers’ project management experience for those activities including descriptions of at least three representative projects and client references.

- d. Firm’s Key Staff Members (Up to Three)
 - Identify up to three key staff members (name, phone number, e-mail address, office location) for the activities called out in the Scope of Services. Provide the description of at least three representative projects for the key staff members and the key staff members’ involvement for each representative project. Provide a list of the relevant software that the key staff member is proficient with. Provide client references.

- e. Submittal Length (Maximum pages for each subject)
 - Firm Identification/Cover Letter.....1 page
 - Firm Background, Qualifications and Experience.....2 pages
 - Representative Projects for Activities Selected5 pages
 - Project Manager(s).....2 pages
 - Project Manager’s Representative Projects3 pages
 - Key Staff Member(s) (Up to three).....2 pages
 - Representative Projects of Staff Member(s)5 pages

- f. Although additional documents / attachments may be submitted, they should not be excessively long or in an elaborate format. They are not to be used in place of responding to the questions in the Request for Qualifications document. Unnecessary attachments beyond those sufficient to present a complete, comprehensive and effective response should not be included.

If representative project manager’s and staff member’s resumes are to be included in the submittal they must be located in the submittal’s appendix and be limited to no more than two (2) pages for each representative.

5.0 - Requests for Clarification

1. Any requests for clarification pertaining to this RFQ shall be received by the City in writing or electronically by **4:00 P.M. (CDT) on Friday, February 3, 2025**, and addressed to:

Jackie Q. Carter
Director, Port Milwaukee
2323 S. Lincoln Memorial Drive
Milwaukee, WI 53207
PortFinance@milwaukee.gov

Port Milwaukee shall make every effort to respond to such requests. Any responses shall be made available to all prospective firms through the Port Milwaukee website on **Friday, February 7, 2025**. It is the prospective firm’s responsibility to check the Port Milwaukee Contract Opportunities webpage for these responses. However, requests for clarification shall not be cause to extend submittal deadline.

6.0 - Procurement Schedule

1. The following is the projected timetable for submission, evaluation, and acceptance of proposals to perform the necessary services:

Availability of RFQ	January 21, 2025
Written Requests for Clarification (due by 4:00P.M., CDT).....	February 3, 2025
Response to Requests for Clarification.....	February 7, 2025
Submittal Due Date (Due by 4:00 P.M., CDT).....	February 21, 2025
Notification of Selected Firm.....	February 28, 2025
Task-specific Work Plan and Cost Estimate Due from Selected Firm	March 17, 2025
Negotiation of Selected Firm’s Fees Concludes	March 28, 2025
Contract Awarded by Board of Harbor Commissions to Selected Firm	April 10, 2025

7.0 - Evaluation Criteria / Selection Procedure

1. The criteria listed below will be used to evaluate submittals and select consultants for services including, but not limited to:
 - a. Firm, Project Manager, and firm qualifications and experience in individual scope activities
 - b. Firm experience in and familiarity with the Port Milwaukee including the ability to perform services effectively and efficiently
 - c. SBE participation will not be used as a criterion to rank and select firms for this contract

Port Milwaukee will select a firm for services under this contract, based on qualifications presented in the submittals received, that meet Port requirements for all activities mentioned in the Scope of Services. Proposals will be evaluated based on content, not aesthetics.

A professional services contract shall be negotiated with the firm most qualified to perform those services from the list of consultants. In the event that a contract cannot be negotiated, contract negotiations shall proceed with the next best qualified firm for those services.

ATTACHMENT #1
INSURANCE REQUIREMENTS
FOR
PROFESSIONAL SERVICE CONTRACTS

I. Worker's Compensation and Employer's Liability

Coverage Amounts		
Worker's Compensation		Statutory
Employer's Liability		
Bodily Injury by Accident	Each Accident	\$100,000.00
Bodily Injury by Disease	Each Employee	100,000.00
Bodily Injury by Disease	Policy Limit	500,000.00

II. Commercial General Liability

Limits of Liability		
Bodily Injury/Property Damage		
	Each Occurrence	\$1,000,000.00
	General Aggregate	\$1,000,000.00
	Products/Completed	
	Operations Aggregate	\$1,000,000.00
Personal Injury	Aggregate	\$1,000,000.00
<i>To Include:</i>		
Occurrence Form		
Premises/Operations Coverage		
Products/Completed Operations Coverage		
(to extend for two (2) years after the acceptance of the work by the City of Milwaukee)		
Contractual liability for risks assumed in this agreement		

III. Automobile Liability

Limits of Liability		
Bodily Injury/Property Damage	Each Accident	\$1,000,000.00
<i>To Include:</i>		
Coverage on all Owned, Non-Owned and Hired Vehicles		

IV. Umbrella Liability

Limits of Liability		
Personal Injury/Property Damage	Each Occurrence	\$5,000,000.00
	Aggregate	\$5,000,000.00
<i>To Include:</i>		
Occurrence Insuring Agreement		
First Dollar Defense Coverage		
Insuring Agreement which will:		
Provide Excess Protection to the Primary Coverage (exclusive of professional liability)		

V. Professional Liability

Limits of Liability		
Wrongful Act	Per Incident	\$2,000,000.00
	Aggregate	\$2,000,000.00
<i>To Include:</i>		
Insuring agreement to cover errors, and omissions including loss, costs and expenses, which result from the operations of the service provider. If insuring agreement is claims made, the coverage must be continued for the duration of the contract or for a period to time after contract completion date as required by the City of Milwaukee.		

Note: With regard to Section Nos. II, III and IV, a Certificate of Insurance shall be provided to the Department of Public Works as evidence thereof naming the CITY as an additional insured for public liability and property damage, and providing for a thirty (30) day notice to the Department of Public Works prior to change, termination or cancellation.