WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT
REQUEST FOR QUALIFICATIONS (RFQ)
FOR CIVIL ENGINEERING SERVICES
OCTOBER 27, 2026

INTRODUCTION

The Wisconsin Professional Baseball Park District ("District" or "Owner") is a special district that is a local unit of government, a body corporate and politic that is separate, distinct and independent from the state. The District is charged with the oversight and monitoring of planning, financing, designing, constructing, commissioning, operating and maintaining a major league baseball facility, American Family Field, that is the home of the Milwaukee Brewers ("Team"), in Milwaukee, Wisconsin.

OVERVIEW

The District is requesting information and qualifications from qualified Civil Engineering Firms ("Firm") interested in providing civil engineering professional services on an as-needed basis for future projects at American Family Field. The District anticipates utilizing the selected firm or firms for a variety of projects that would vary in size, complexity and duration. The purpose of this RFQ is to identify qualified firms with the professional expertise, experience, and resources necessary to assist the District with its civil engineering needs for projects.

Based on the responses, the District may negotiate a professional services agreement with the selected firm(s) that establishes applicable terms and conditions, insurance requirements (see **Appendix A**), and procedures for authorizing individual assignments. The specific services required for each project will be determined by the District and may include only selected portions of the services described below. Issuance of this RFQ does not guarantee that any work will be awarded. The District reserves the right to determine the need for services, the scope of individual assignments, and the firm(s) retained.

- **Infrastructure Planning and Cost Estimates:** Evaluation of existing infrastructure conditions, preliminary cost estimates, and assistance with long-range infrastructure planning.
- **Civil Engineering:** Engineering services related to streets, sidewalks, storm sewers, sanitary sewers, water distribution systems, drainage facilities, and other infrastructure.
- **Design and Construction Documents:** Preparation of plans, specifications, technical reports, bidding documents, and construction cost estimates.
- **Construction Administration and Inspection:** Construction observation, inspection and overall project support.
- **Permitting and Regulatory Compliance:** Preparation of permit applications and coordination with applicable federal, state, county, and other regulatory agencies, as applicable.
- **Technical Consultation:** Engineering analysis and other technical assistance as requested.

QUALIFICATIONS AND EXPERIENCE

Interested firms should demonstrate their qualifications and experience in providing civil engineering services. Statements of Qualifications should include:

- Experience providing civil engineering services on a variety of relevant projects.
- Demonstrated expertise in infrastructure planning, design, and construction administration.
- Experience with stormwater management, drainage improvements, and flood mitigation projects.
- Availability of appropriately licensed professional engineers and other qualified technical personnel.
- Familiarity with applicable Wisconsin statutes, administrative codes, permitting requirements, and municipal procurement practices.
- Ability to prepare accurate construction cost estimates, schedules, plans, specifications, and technical reports.
- Experience coordinating with the various stakeholders of projects.
- Demonstrated ability to deliver projects within established budgets and schedules.

Responses shall include the following.

Cover Letter
A cover letter must accompany the proposal. The cover letter should be brief and signed by an individual who is authorized to commit the Firm to the services and requirements as stated in this RFQ.

Executive Summary
Firms shall condense and highlight the contents of their proposal in a separate section titled "Executive Summary." This section should provide a brief summary describing and highlighting your Firm's experience, qualifications and relevant expertise for this assignment, along with firm name, office locations, years in business, ownership structure, and primary contact information.

The proposal shall also include:

1. **Relevant Experience:** Description of relevant engineering projects completed within the past five years, including project scope, construction cost, schedule, and the firm's specific role.
2. **Proposed Project Team:** Identification of the principal-in-charge, project manager, and key technical personnel, including relevant experience, professional licenses, and anticipated responsibilities.
3. **Approach to Service Delivery:** Description of the firm's approach to project management, communication, quality control, cost estimating, scheduling, and coordination with stakeholders.
4. **Additional Information:** Any other information the firm believes demonstrates its qualifications to serve the District.
5. **Billing Rates:** Provide billing rates for all personnel that may be assigned to the work effort in hourly rate format. Include any multi-year rates your firm will commit to.

RFQ SCHEDULE

Milestone	**Date**
RFQ Issued	10/27/2026
RFQ Questions Due	11/10/2026
RFQ Response to Questions Provided	11/12/2026
RFQ Reponses Due	**11/19/2026**

Submission of Questions
Any and all questions related to this RFQ must be submitted in writing no later than 5:00 pm (CT) on November 10, 2026, to Kristi Kreklow at kkreklow@wibaseballdistrict.com. Responses will be posted on the District's website at https://wibaseballdistrict.com/requests-for-proposals/ no later than 5:00 pm (CT) on November 12, 2026.

Submission of Proposals
Proposals to this RFQ must be received by 5:00 pm (CT) on November 19, 2026, to Kristi Kreklow at kkreklow@wibaseballdistrict.com.

Proposals may be submitted as an attachment or transferred via a shared file link. Firms can expect to receive an email confirming receipt of their proposal.

OTHER
The District reserves the right to reject any or all submissions, waive informalities or irregularities, request additional information, conduct interviews, negotiate with one or more firms, and cancel or modify this solicitation when deemed to be in the District's best interests.

Issuance of this RFQ does not obligate the District to award a contract or reimburse any costs incurred in preparing a submission.

The District anticipates negotiating the scope, schedule, and compensation for specific assignments with the selected firm before authorizing work. No work shall commence without appropriate written authorization from the District.

The District retains the right to determine the final scope of services, negotiate contractual terms, establish project-specific requirements, and may elect to retain one or more firms depending on its needs. The selected firm must maintain all professional licenses, insurance coverage, and other qualifications required by applicable law and the final agreement.

Taxes
This District is Sales & Use Tax Exempt (CES Number 008-0000051268-04).

Professional Service Guidelines
All professional services providers are required to follow the District's Guidelines Governing Professional Services. A copy can be found in **Appendix B** and under the Board of Directors tab on the Wisconsin Professional Baseball Park District website (www.wibaseballdistrict.com).

Diversity Contracting Program
The District has a goal to achieve 10% participation by Diverse Firms as outlined in the 06/09/2020 Diversity Contracting Program. A copy can be found in **Appendix C** and under the Project Participation Committee tab on the Wisconsin Professional Baseball Park District website (www.wibaseballdistrict.com). Firms must review and complete the form(s) as appropriate and submit with their proposal.

APPENDICES

A. Insurance Requirements
B. Guidelines Governing Professional Services
C. Diversity Contracting Program

APPENDIX A

Insurance Requirements

EXHIBIT A

A. **Commercial General Liability** – Occurrence Basis (including equipment overload) pursuant to standard ISO policy form CG 00 01:

	Limits
General Aggregate (per project)	$2,000,000
Products – Completed Operations Aggregate	$2,000,000
Personal & Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

The policy shall not contain exclusions relating to: contractual liability, independent contractors, or explosion, collapse or underground exclusions.

B. **Business Auto Liability** – All Autos including Hired and Non-Owned Autos.

Bodily Injury & Property Damage-Combined Single Limit	$1,000,000

C. **Workers' Compensation and Employers Liability:**

Workers' Compensation	Statutory
Employers Liability	
Bodily Injury by Accident (each accident)	$1,000,000
Bodily Injury by Disease (policy limit)	$1,000,000
Bodily Injury by Disease (each employee)	$1,000,000

D. **Excess or Umbrella Liability:**

Each Occurrence	$10,000,000
Aggregate	$10,000,000

E. **Professional Liability –** This requirement applies if the Work includes professional architectural, engineering, design or consultation work.

Each Claim	$5,000,000
Aggregate	$5,000,000

F. **Pollution Liability** – This requirement applies if Service Provider's Services involve the use, disposal or transportation of pollutants or other hazardous materials.

Each Occurrence	$2,000,000
Aggregate	$2,000,000

G. **Service Provider's Equipment** – All Service Providers will be responsible for insuring their own equipment. The District will bear no responsibility for equipment used, rented or leased by Service Providers on or off-site. If cranes are used, Service Providers should be certain to obtain special endorsements for loss by exceeding lifting capacity (i.e., overload). Service Provider shall procure All Risk Property Insurance upon all equipment, material, inventory and business personal property owned, borrowed or leased by Service Provider for the full replacement cost value thereof. Such policy shall include a waiver of subrogation provision and Service Provider agrees to waive its carrier's right of subrogation against the Additional Insureds (as defined below).

H. **Rigger's & Erector's Liability** – This requirement applies if Service Provider's Services involve rigging or erecting, in which case special liability limits are required.

Each Occurrence	$20,000,000
Aggregate	$20,000,000

I. **Additional Insureds/Waiver of Subrogation**: The Wisconsin Professional Baseball Park District (and its officers and directors) and the Milwaukee Brewers Baseball Club, Limited Partnership shall each be named as an additional insured (each an "Additional Insured" and collectively, the "Additional Insureds") on Commercial General Liability, Business Auto Liability, and Excess or Umbrella Liability Insurance policies. Service Provider shall also require that each of its Consultants name the Additional Insureds as additional insureds on such Consultant's Commercial General Liability, Commercial Automobile and Umbrella Liability policies. Additional insured coverage shall be extended to include products-completed operations coverage. All liability insurance policies must provide Cross Liability coverage (separation of insureds or severability of interest provisions). The Commercial General Liability policy shall include no third-party-over action exclusions or similar endorsements or limitations.

To the fullest extent permitted by law, Service Provider waives, and shall require its insurers, Consultants, and Consultants' insurers to waive, all rights of recovery and subrogation against the Wisconsin Professional Baseball Park District, the Milwaukee Brewers Baseball Club, Limited Partnership, and their respective officers, directors, owners, employees, agents, representatives, successors, and assigns, for any loss, claim, damage, injury, liability, cost, or expense arising out of or related to the Services or the Project. This waiver shall apply to all insurance required under this Contract, and any other applicable insurance, where permitted by law.

J. **Certificate of Insurance**: The District shall receive a Certificate of Insurance evidencing compliance with these insurance requirements prior to commencing any Services, and a renewal Certificate of Insurance prior to the expiration or cancellation of any policy. However, permitting Service Provider to commence Services prior to the District's receipt of the required certificate shall not be a waiver of Service Provider's obligation to provide all of the above insurance. Acceptance by the District of insurance submitted by Service Provider shall not relieve or decrease in any manner the liability of Service Provider under this Contract.

K. **Coverage Term**: All insurance must remain in force for the duration of the Project and three (3) years following substantial completion of the Project.

L. **A.M. Best Rating**: All insurers must be rated A- or better by A.M. Best & Company.

APPENDIX B

Guidelines Governing Professional Services

WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT
GUIDELINES GOVERNING
PROFESSIONAL SERVICES

Adopted: March 6, 2025

INTRODUCTION

The Wisconsin Professional Baseball Park District (the "District") has established these guidelines ("Guidelines") to protect the investment of the taxpayers by requiring all outside professional service providers to follow these Guidelines in an attempt to deliver professional services in the most cost-effective manner. The provisions set forth herein govern the relationship between the District and the professional service providers retained by the District from time to time to represent the District. By way of illustration and not limitation, these Guidelines apply to law firms, accounting firms, financial advisors, underwriting firms, engineering firms, architectural firms, public relations firms and any other professional consultants. The District may tailor these Guidelines to the individual circumstances of particular projects, taking into account all relevant factors, including the expertise of the professional service provider, the nature of the project, and other relevant factors.

CONFLICTS OF INTEREST

The District expects each of its professional service providers to be free of conflicting interests and of the appearance of conflict in its representation. The District also expects firms to conduct a conflicts check before representing the District and to update it during the representation, as appropriate. The existence of any potential or actual conflict of interest involving the District must be reported to the District immediately and resolved before any representation may continue.

ENGAGEMENT LETTER

Every engagement (or series of engagements) of professional service providers will be memorialized by a contract, purchase order or a letter from the District setting forth the terms and conditions of the engagement and indicating the professional service provider's familiarity with and agreement to adhere to the Guidelines set forth herein. The District reserves the right to alter any of the terms and conditions of these Guidelines if reduced to writing in any such contract, purchase order or engagement letter.

COMMUNICATIONS

General. Meaningful and timely communications are critical. The District expects its professional service providers to communicate with the District prior to undertaking any significant and material work for the District. All professional service providers' communications must succinctly explain why the procedure that such professional service provider is recommending will promote the strategy agreed upon by the District. The District reserves the right to refuse to pay for work that is not discussed or approved in advance, or does not fit the foregoing criteria.

A professional service provider shall promptly report any significant event which affects such professional service provider's evaluation of the matter that they are working on for the District. All correspondence which discusses a significant event must conclude with a comment by the professional service provider about the effect the event will have on the strategy previously agreed upon by the District. If a professional service provider's evaluation is unchanged from the prior report, the professional service provider should say so and briefly explain why.

Confidentiality. In the course of performing services for the District, professional service providers may have access to confidential, proprietary and other information concerning the District, its business and operations, finances and its relationship with other firms, groups, federal, state and local governments and subdivisions thereof. Each professional service provider engaged by the District must keep all matters regarding the District confidential. To the extent you engage third-party vendors to provide services to the District, you agree to inform them of, and ensure their compliance with, the confidentiality requirements of these Guidelines. The confidentiality requirement is also intended to prohibit the professional service provider from using information obtained from or on behalf of the District, including work product prepared at the District's expense, for other clients of the professional service provider, without the District's advance written approval. The confidentiality requirement is perpetual and shall continue even after the termination of the relationship and the professional service provider's engagement by the District. Upon termination of the representation and at the request of the District, the professional service provider must promptly return all information obtained from or on behalf of the District to the District.

Media Contact. Outside service providers are not authorized to respond to the media or public concerning the District, the work being performed or any other District matter without prior specific authorization. Any media inquiry relating to any District matter should be referred immediately to the District's Executive Director. The District recognizes that, from time to time, a professional service provider's work for the District may be of interest to such professional service provider's profession or industry, or the subject of an article, presentation or speech by such professional service provider to a professional audience. The District requires all such opportunities to be discussed thoroughly with the District and the District's written consent obtained prior to writing about or discussing any District related matters.

Advertising. Professional service providers are not authorized to identify the District as a client (e.g., for purposes of marketing or advertising) without the District's prior approval.

Designation of Principal Contact Persons. In any engagement with the District, the District has the responsibility for making all substantive decisions about the course of the matter. Accordingly, the District may designate a District employee or representative for each engagement to direct the engagement and coordinate communications with all other District personnel as appropriate. The District is responsible for ensuring that appropriate District personnel are informed about and make the necessary substantive decisions about the matter and that the professional service provider is kept appropriately informed both about the District's objectives in the matter and about pertinent issues and developments. The District must be kept regularly apprised of all significant

developments in the matter and consulted sufficiently in advance of the date by which any significant decision must be made.

BUDGET

The District expects that its professional service providers will make a conscientious effort to control the cost of its own activities on the District's behalf. Prior to commencing any work on any matter, the District may request the service provider to prepare and submit a budget to the District. If so requested, the budget should be formatted to segment the relevant project into relevant phases with each phase to include a listing of the discrete tasks, the staff assigned to the tasks and a realistic projection of estimated fees and costs thereof. It is the expectation of the District that actual fees and costs will not exceed these projections. Revised budgets submitted by the District's professional service providers to reflect changed assumptions and unanticipated tasks must be discussed with and agreed to by the District before they are implemented.

STAFFING

While the District expects and encourages its professional service providers to use its personnel in the most cost-efficient manner appropriate to their expertise, the District expects its professional service providers to be personally involved and thoroughly informed as to its status. In addition, this District expects its professional service providers to identify at the outset of the engagement, and on an on-going basis, the personnel that will be handling the various aspects of the matter or project. There should be no changes in such personnel assignments, or duration of assignments, without further discussions and agreements. Although the District will rely upon the integrity of the supervising personnel of the professional service provider, the District is entitled to review projects and monitor staffing to avoid unnecessary professional fees, and shall have sole and absolute discretion with respect to whether or not services are being performed by the appropriate personnel. The District will not pay for duplicative revisions of work product.

BILLING

Frequency. Separate bills should be prepared for each matter or project which the professional service provider handles on behalf of the District. Billing should be submitted on a monthly basis in accordance with the Guidelines set forth herein, and in no event later than sixty (60) days after completion of the services.

Stale Charges. The District will reject any charges for professional time more than ninety (90) days old.

Time Increments. With respect to professional services that are billed on a per hour basis, hours of work performed shall be divided into segments no greater than one-quarter (.25) of an hour and no less than one-tenth (.1) of an hour.

Details. At a minimum, unless otherwise required by law, all billings must conform to the following: (i) a separate bill should be generated for each project; (ii) the initial page of each bill should contain the caption and the applicable project number; (iii) each bill must include a timekeeper summary, which provides the name, job title and billing rate of each professional working on the project, the hours expended on the current invoice and the total cumulative hours

billed by each timekeeper on the project; (iv) billing rates may not vary from the rates approved by the District. Additionally, the billing standards described elsewhere herein must also be followed.

Billable Expenses. Professional service providers shall outline any expected out of pocket expenses it expects reimbursement for as part of its proposal for services to the District. The District will pay for the actual cost of such expenses when agreed to in advance.

Travel. The District will pay reasonable travel expenses actually incurred and reasonably necessary for completing the matter with prior approval from the District. The District's professional service providers must seek the most economical means of travel practicable. Domestic air travel is to be booked at coach rates. International flights may be booked at business class rates depending on the length of travel. Flights should be booked as far in advance as possible to avoid higher airfare prices associated with late bookings. Rebooking charges and change fees will only be paid by the District if such charges were incurred through no fault or error of the professional service provider. Reasonable expenses incurred for out-of-town travel shall be reimbursed by the District. When service providers are driving to the District from outside the Milwaukee area, mileage will be reimbursed at the then current rates established by the Internal Revenue Service. When arriving by air, car rental transportation or taxis will be reimbursed. Rental transportation shall be for an intermediate size auto and lodging shall be at a recognized moderate hotel consisting of a single room. All invoices for travel expenses shall be itemized separately to indicate air fare, lodging, meals, taxis and other expenses. No personal/incidental expenses shall be reimbursed.

Non-Billable Events. Unless authorized in advance by the District, the District does not expect to be billed for the following: (i) basic secretarial time and word processing services; (ii) overtime expenses; (iii) time spent preparing proposals or negotiating a contract to provide services to the District; (iv) basic research to educate the professional service provider's staff in the general field of the relevant project; (v) work caused by the professional service provider's error; (vi) understanding a project when personnel are replaced; (vii) time spent opening matters, preparing bills, recording time, negotiating a bill or answering inquiries concerning a bill; (viii) local travel mileage (within 35 miles of your office); (ix) meals (except during travel); (x) videoconferencing subscription fees or service charges; (xi) publications, subscriptions, and any library expenses, including online database licenses and searches; (xii) continuing education' and (xiii) entertainment expenses.

Rates. Rate increases effective after the initial engagement must be approved in writing by the District before becoming effective except normal and reasonable annual rate increases clearly identified by the service provider in advance. If a professional service provider has an office in another city with a different rate structure, the District will reimburse according to such structure only if a professional from such office is required and the District agrees in advance to using such office's services.

Apportioning Time. When any professional is working on several matters simultaneously, including one or more District projects, the District should be billed *only* for the proportionate time

spent on each District project. The District should not be billed for travel time during which the professional works on other client's matters.

Minimum Charges. Unless otherwise agreed in writing, the District will not accept any minimum transaction time. In particular, the District will not pay for "unit" billing (e.g., where the professional firm has established minimums for work which is largely comprised of utilizing standardized forms). The District will not accept charges for the administrative task of opening or closing a file.

Costs and Expenses. The professional service provider must obtain prior approval from the District for any out-of-pocket cost or expense incurred in excess of Two Thousand Five Hundred Dollars ($2,500.00). All bills must itemize all expenses incurred while handling a project for the District. This may best be handled by categorizing expenses, such as meals, travel, extraordinary postage, photocopying, messenger or overnight delivery service as well as other similar expenses. Any routine expenses incurred should be paid directly by the professional service provider and then billed back as project expenses; provided, however, exceptional expenses may be forwarded directly to the District. Any invoices sent for direct payment must include the vendor's tax identification number. All expenses must have supporting documentation that may be reviewed upon request. The District will not accept "rush" charges incurred due to lack of planning or convenience of the professional service provider.

Reservation of Rights. The District reserves the right to question, challenge or request substantiation on any invoice submitted. Payment of any invoice shall not preclude the District from subsequently questioning, challenging or requesting substantiation of all or any portion of the paid invoice. The District reserves the right to periodically audit invoices and expects that the professional service provider will reasonably cooperate with any such audit. The District will endeavor to pay clearly itemized and authorized work in a reasonably prompt manner.

DOCUMENTS AND CORRESPONDENCE

The District's professional service providers shall give the District the opportunity and sufficient time to review and approve drafts of all significant documents, including contracts, substantive pleadings, briefs, correspondence, and any other documents that will be provided to third parties on the District's behalf.

The District is subject to Subchapter V of Chapter 19 of the Wisconsin Statutes with respect to open records. Document requests, interrogatories and other demands for discovery by third parties should be forwarded to the District upon receipt by the District's professional service provider. When sending such requests for discovery, the professional service provider should indicate any objections to the discovery.

DISTRIBUTION

This document is intended for use by all professional service providers representing the District. In appropriate circumstances, the District reserves the right to amend, alter or waive the various requirements contained in these Guidelines.

TERMINATION

Subject to the terms of any engagement letter or contract, the District reserves the right to terminate the engagement of its professional service providers by written notice at any time. Likewise, subject to the terms of any engagement letter or contract, the District's professional service providers shall have the same right to terminate the engagement, subject to an obligation to give the District reasonable notice to permit it to obtain alternative representation or services, and subject to applicable ethical provisions. The District's professional service providers will be expected to provide reasonable assistance in effecting a transfer of responsibilities to the new firm.

APPENDIX C

Diversity Contracting Program

WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT

ADDRESS: 1 BREWERS WAY, MILWAUKEE WI 53214 **E-MAIL:** CONTACT@WIBASEBALLDISTRICT.COM **PHONE:**(414)902-4040

DIVERSITY CONTRACTING PROGRAM FORM INSTRUCTIONS

Is your firm a Diverse Firm?

Does your firm maintain one of the socio-economic status certifications listed at the top of the page 2 in the District's Diverse Contracting Program? Please note, registration based solely on NAICS code and number of employees with the U.S. Small Business Administration **does not** qualify your firm as a Diverse Firm under the District's program.

Does your firm's address (location bidding the work) fall within an "at risk" or "distressed" community in the Distressed Communities Index? To check if your firm is located in an Economically Distressed Community, please search by zip code at this link https://eig.org/dci/interactive-map.

YES!
You are done! Please submit proof of Diverse Firm qualification with your bid/ proposal.

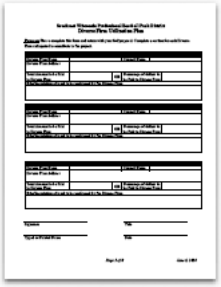
NO
The District maintains a Diverse Firm participation goal of 10 % for professional services and 15 % for improvement projects. Please review Diverse Firm contracting options and continue below.

Will your firm be utilizing a Diverse Firm subcontractor for this project?

YES!
We will be utilizing a Diverse Firm subcontractor. Continue to the "**Using a Diverse Firm**" section below.

NO
We were unable to secure a Diverse Firm subcontractor. Continue to the "**Not Using a Diverse Firm**" section below.

Using a Diverse Firm

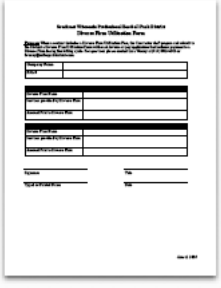


Utilization Plan

If your firm will be utilizing a Diverse Firm subcontractor, please complete this Utilization Plan. Submit this form with your bid/ proposal. To access this form, please use the following link.

https://wibaseballdistrict.com/wp-content/uploads/2024/06/Diversity-Firm-Utilization-Plan-2024-06.pdf

After your firm is awarded a bid or contract



Utilization Form

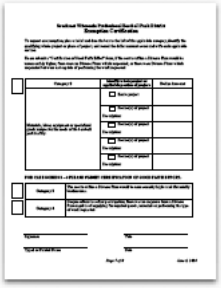
Complete the Utilization Form and submit it with each invoice that includes payments to the Diverse Firm subcontractor. To access this form, please use the following link.

https://wibaseballdistrict.com/wp-content/uploads/2024/06/Diverse-Firm-Utilization-Form-2024-06.pdf

OR

Not Using a Diverse Firm

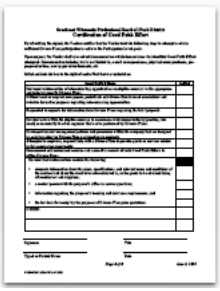
Exemption Certification



If the project was unable to include Diverse Firm participation, please review the Exemption Certification. Determine if your project qualifies for an exemption. If your project or a portion of your project qualifies for an exemption, please indicate this on the form. Submit this form with your bid/proposal. To access this form, please use the following link.

https://wibaseballdistrict.com/wp-content/uploads/2024/06/Diversity-Firm-Exemption-Certification-2024-06.pdf

If your project does not qualify for an exemption or you selected exemption category 3 or 4, please complete Certification of Good Faith Effort.



Certification of Good Faith Effort

Review the checklist and initial and date each item your firm performed to obtain Diverse Firm participation. Be sure to sign and date the form. Return this form with your bid/proposal. To access this form, please use the following link.

https://wibaseballdistrict.com/wp-content/uploads/2024/06/Diverse-Firm-Certification-of-Good-Faith-Effort-2024-06.pdf

Wisconsin Professional Baseball Park District
Diversity Contracting Program

Adopted: June 9, 2020

Program Overview

The Wisconsin Professional Baseball Park District (the "District") is a special district that is a body corporate and politic, and a local governmental unit, separate and independent of the State of Wisconsin. Under Sec. 229.67, Wis. Stats., the jurisdiction of the District includes Milwaukee, Racine, Waukesha, Washington, and Ozaukee Counties (collectively, the "Jurisdiction"). The following policies and procedures (the "Program") will be utilized for the inclusion of Diverse Firms in ongoing completion of improvements to the District's baseball park facilities ("Improvement Projects"), as well as in its needs for professional, administrative and operations services ("Service Projects") for the District (collectively, the "Operations").

It is the District's intent to utilize Contractors reflective of the diversity of its entire Jurisdiction. The District, therefore, notifies all Contractors that no one will be discriminated against in the awarding of any Operations contract on the grounds of sex, race, color, national origin, sexual orientation, religious belief, age, veteran status, marital status, economic status, creed, ethnic identity, gender identity or expression or disability or legally protected status.

While the District has no statutory obligation mandating participation in its Operations contracting, the District's policy will be to enforce full, good faith compliance with this Program by all Contractors, and to provide Diverse Firms a meaningful opportunity for substantive participation in ongoing District Operations. This Program has been designed to promote and encourage open competition and participation in Operations activities and to enhance opportunities for Diverse Firms to successfully compete in Operations contracting.

It is the intent of this policy to widen opportunities for participation, increase competition, and establish procedures designed to assure Diverse Firms access to information and opportunities available to all Vendors. It is not the policy of the Wisconsin Professional Baseball Park District or its Board of Directors to provide information or other opportunities to Diverse Firms that will not be available to all other business enterprises.

Vendor commitments to District

Vendors shall take all reasonable steps necessary to ensure that Diverse Firms have a full and fair opportunity to compete for the performance of contracts. As a condition of submitting a bid or proposal, each Vendor hereby agrees to:

1. not discriminate against any person or business on the basis of sex, race, color, national origin, sexual orientation, religious belief, age, veteran status, marital status, economic status, creed, ethnic identity, gender identity or expression or disability or legally protected status;

2. ensure that Diverse Firms have fair opportunity to compete for and substantively perform with them in completing contracts;

3. commit best efforts to meet Diverse Firm procurement and contracting goals (inclusive of all accepted alternates, actual allowance values, change orders, modifications and amendments) through Diverse Firms' participation; and

4. acknowledge that they have not required Diverse Firms to engage in exclusive relationships with them as a condition to their participation in the bid or proposal.

The District places all Vendors on notice that the District will not hire those that engage in restraint of trade or attempts to monopolize utilization of Diverse Firms.

Diverse Firm Participation Level Goal

It is the goal of the District to provide an equal opportunity for Diverse Firms to participate in the performance of contracts. For qualifying Operations, the District will maintain goals that:

- 10% of the aggregated dollar value of Service Projects, and
- 15% of the aggregated dollar value of Improvement Projects contracts awarded on District Operations shall be made to Diverse Firms (collectively, the "Participation Level").

A Diverse Firm is a firm fulfilling at least one of the following:

- Maintains one or more of the socio-economic status certifications from a federal, state or local government agency or by a third-party certifier (Minority Supplier Diversity Council, National Women Business Owners Corporation, Disability: IN, National LGBT Chamber of Commerce, etc.) including, but not limited to the following:
    - Disabled-Owned Business Enterprise (DOBE)
    - Disadvantaged Business Enterprise (DBE)
    - Lesbian, Gay, Bisexual, Transgender Business Enterprise (LGBTBE)
    - Minority-Owned Business Enterprise (MBE)
    - Service -Disabled Veteran-Owned Small Business (SDVOSB)
    - Small Business Enterprise (SBE)
    - Women-Owned Business Enterprise (WBE)
    - Veteran-Owned Small Business Enterprise (VOSB)
    - Historically Underutilized Business Zone (HUBZone)
    - 8(a) Business Development Program (8(a))

- Maintains a physical business location in an Economically Distressed Community.

- Can produce other documentation verifying it qualifies as a Diverse Firm. This is designed to cover sole proprietorships, small partnerships, closely held corporations and companies that do not have the resources to seek a governmental or third-party certification.

The District and Contractors will use best efforts to utilize Diverse Firms that have provided written evidence confirming their status as a Diverse Firm for their performance of Operations contracts consistent with the District's Participation Level goals. No credit will be given for the dollar value of materials, equipment, supplies and/or services provided by a Diverse Firm that operates as a pass-through broker. The District reserves the right to set specific Diverse Firm percentage goals for each Operations project bid package, based on availability of Diverse Firms to perform the work necessary for the project.

Process

Reasonable efforts will be made by the District and Vendors to seek out Diverse Firms for the procurement of goods or services and, in particular, Diverse Firms from the Jurisdiction.

Bidding process

In submitting a bid/proposal, Vendors shall comply with the following submittal requirements. Failure to submit complete information and/or provide documents in accordance with this section shall entitle the District to reject the Vendor's bid/proposal as non-conforming.

Vendors that are Diverse Firms must submit written evidence confirming their status as a Diverse Firm.

Vendors that are not themselves a Diverse Firm must submit with their bid/proposal to the District a sworn statement committing them to use specific, listed Diverse Firms if their bid is accepted (a "Utilization Plan"). Except in cases where the bidder/proposer has submitted an Exemption Certification in accordance with this Program, the Diverse Firm Utilization Plan must commit to the expenditure of a specific dollar amount or percentage of final contract amount of participation by each such Diverse Firm included in the Utilization Plan.

The Utilization Plan may include a reduction or exemption request, supplying information as required in this Policy.

Process after the contract is awarded
Upon approval and award of a contract, the Contractor will maintain the Participation Level approved in its contract, as may be amended from time to time in writing by the District, during Contractor's performance of the Operations work or services.

If the contract includes a Utilization Plan, the Contractor shall prepare and submit to the District a Diverse Firm Utilization Form with each invoice or pay application that includes payment to a Diverse Firm during that billing cycle. Failure to submit the required form to the District may result in delay of payments.

Any changes in the qualifying status of the Diverse Firm under this program shall be reported to the District immediately.

The District shall be entitled to request, and the Contractor will submit to the District, a copy of its executed Diverse Firm subcontract within fifteen (15) days after the District makes a written request.

If, during the performance of an Operations contract, the Contractor is not in compliance with the Participation Level approved in its contract, fails to provide adequate documentation of compliance, or submits any documentation regarding a Diverse Firm that contains false, misleading or fraudulent information, the District may take one or more of the following actions:

1. Withhold payments on the contract and/or pay Contractor's subcontractors directly while withholding overhead and profit of the Contractor.
2. Terminate the Contractor's contract, in whole or in part, for cause.
3. Deny participation on other portions of the Operations and/or in any future contracts awarded by the District.
4. Any other remedy available to the District at law or in equity.

If any document or statement submitted to the District or Contractor by a Diverse Firm contains false, misleading or fraudulent information, the District will require the Contractor to terminate the Diverse Firm and make reasonable efforts to identify and engage a qualified Diverse Firm as its replacement.

Exemption Certification
The District and Vendors will make every effort to include as much Diverse Firm participation as possible. However, if any of the following criteria identified below are met, the project/contract dollars or portion of a project/contract dollars will be exempt from Participation Level goals.

1. The procurement of insurance and office necessities, including, but not limited to, software, hardware, and technology, or other services and the payment of government-imposed fees, taxes, and permitting.
2. The procurement of materials, labor, equipment or goods uniquely designed for the needs of the baseball park facility.
3. The cost to utilize a Diverse Firm would be unreasonably higher and financially burdensome.
4. Despite efforts to solicit participation, there was no response from a Diverse Firm capable of supplying the required goods, materials or performing the type of work requested.

If any of the criteria in categories 2 – 4 above are met, the Vendor is responsible for submitting the Exemption Certification form, a Certification of Good Faith Effort and, if requested by the District, supporting documentation which demonstrated the identified Good Faith Efforts attempted. The supporting documentation may include e-mail correspondence, physical correspondence, pre-proposal notices, newspaper advertisements, etc.

demonstrating the lack of response, or detail justifying why the Diverse Firm respondents were not capable of performing the work or that the costs were excessive.

Definitions

In addition to those definitions set forth elsewhere in this document, when used in this Program, the following terms (whether used in singular or plural tense) shall have the meanings identified below:

Bid / Proposal: Offer to provide goods and/or services for a specified price.
Contractor: All construction contractors and Service Providers hired directly by the District for any Improvement Projects and/or any Service Projects related to the Operations.
Economically Distressed Community: A geographic area within an "At Risk" or "Distressed" zip code as identified by the Distressed Communities Index (DCI) or an equivalent database.
Participation Levels: The percentage level goals for aggregate participation of Diverse Firms established within this Program.
Reasonable efforts/ good faith efforts: All commercially reasonable efforts necessary and practicable to increase the opportunities available in order to meet the applicable Diverse Firm Participation Levels.
Service Provider: Any architect, engineer, surveyor, environmental analyst, developer, legal, accounting and audit, marketing/public communications or other professional service consultant, including District management and administrative staff, retained to perform services related to the Operations.
Vendor: A person or company offering the District a good and/or service for sale.

Forms

- Diverse Firm Utilization Plan (submitted with Vendor Bid/Proposal)
- Diverse Firm Utilization Form (submitted with Contractor invoices or pay applications)
- Exemption Certification (submitted with Vendor Bid/Proposal, if necessary)
- Certification of Good Faith Effort (submitted with Vendor Bid/Proposal, if necessary)

Wisconsin Professional Baseball Park District
Diverse Firm Utilization Plan

Purpose: Please complete this form and return with your bid/proposal. Complete a section for each Diverse Firm anticipated to contribute to the project.

Diverse Firm Name			Contact Name	
Diverse Firm Address				
Total Amount to be Paid to Diverse Firm		**OR**	Percentage of dollars to be Paid to Diverse Firm	
Brief description of work to be performed by the Diverse Firm				

Diverse Firm Name			Contact Name	
Diverse Firm Address				
Total Amount to be Paid to Diverse Firm		**OR**	Percentage of dollars to be Paid to Diverse Firm	
Brief description of work to be performed by the Diverse Firm				

Diverse Firm Name			Contact Name	
Diverse Firm Address				
Total Amount to be Paid to Diverse Firm		**OR**	Percentage of dollars to be Paid to Diverse Firm	
Brief description of work to be performed by the Diverse Firm				

_____ _____

Signature Title

_____ _____

Typed or Printed Name Date

Wisconsin Professional Baseball Park District
Diverse Firm Utilization Form

Purpose: When a contract includes a Diverse Firm Utilization Plan, the Contractor shall prepare and submit to the District a Diverse Firm Utilization Form with each invoice or pay application that includes payment to a Diverse Firm during that billing cycle. For questions, please contact Lisa Wozny at (414) 902-4043 or lwozny@wibaseballdistrict.com.

Company Name	
P.O. #	

Diverse Firm Name	
Services provided by Diverse Firm	
Amount Paid to Diverse Firm	

Diverse Firm Name	
Services provided by Diverse Firm	
Amount Paid to Diverse Firm	

Signature _____ Title _____

Typed or Printed Name _____ Date _____

Wisconsin Professional Baseball Park District
Exemption Certification

To request an exemption, please initial and date the box to the left of the applicable category, identify the qualifying whole project or phase of project, and record the dollar amount associated with each applicable section.

Please submit a "Certification of Good Faith Effort" form, if the cost to utilize a Diverse Firm would be unreasonably higher, there were no Diverse Firms which responded, or there were Diverse Firms which responded but were not capable of performing the work requested.

	Category 2	Identify whole project or applicable portion of project.	Dollar Amount
	Materials, labor, equipment or specialized goods unique for the needs of the baseball park facility.	☐ Entire project.	
		☐ Portion(s) of project Description:	
		☐ Portion(s) of project Description:	
		☐ Portion(s) of project Description:	
		☐ Portion(s) of project Description:	

FOR CATEGORIES 3 – 4 PLEASE SUBMIT CERTIFICATION OF GOOD FAITH EFFORT.

	Category 3	The cost to utilize a Diverse Firm would be unreasonably higher and financially burdensome.
	Category 4	Despite efforts to solicit participation, there was no response from a Diverse Firm capable of supplying the required goods, materials or performing the type of work requested.

Signature _____ Title _____

Typed or Printed Name _____ Date _____

Wisconsin Professional Baseball Park District
Certification of Good Faith Effort

By submitting the signed, the Vendor certifies that the Vendor took the following steps to attempt to obtain sufficient Diverse Firm participation to achieve the Participation Level goals.

Upon request, the Vendor shall also submit documentation which demonstrates the identified Good Faith Efforts attempted. Documentation includes, but is not limited to, e-mail correspondence, physical correspondence, pre-proposal notices, newspaper advertisements, etc.

Initial and date the box to the right of each effort that was undertaken.

Good Faith Efforts	Initial
Delivered written notice of subcontracting opportunities on eligible contracts to the appropriate and industry-specific Diverse Firms.	
Utilized local or targeted newspapers, periodicals and diverse firm focused associations and websites for notice purposes regarding subcontracting opportunities.	
Responded to requests for information from Diverse Firms regarding the bid / proposal.	
Divided tasks within the eligible contract, in accordance with normal industry practice, into small, economically feasible segments that can be performed by Diverse Firms.	
Developed internal management policies and procedures within the company that are designed to assist in achieving Diverse Firm participation on contracts.	
Attempted to negotiate, in good faith, with a Diverse Firm to provide goods or services related to this contracting opportunity.	
Documented and maintained accurate and accessible records of such Good Faith Efforts to utilize Diverse Firms.	
Ensured that written notices contain the following:	
• adequate information about the plans, specifications, and relevant terms and conditions of the contract and about the work to be subcontracted to, or the goods to be obtained from, subcontractors and suppliers;	
• a contact person with the proposer's office to answer questions;	
• information regarding the proposer's bonding and insurance requirements; and	
• the last date for receipt by the proposer of Diverse Firm price quotations.	
OTHER:	

Signature _____ Title _____

Typed or Printed Name _____ Date _____