

Milwaukee County

Org. Unit 2900 Adult Drug Treatment Court-Service Enhancement



Request for Proposals #6888

**Issue Date: January 27, 2014
Response Due: February 14, 2014**

**Contact: Holly Szablewski, Judicial Review Coordinator
Holly.Szablewski@wicourts.gov**

SECTION 1.0 APPLICANT INFORMATION
(Must be completed and submitted as cover with all proposals)

**ADULT DRUG TREATMENT COURT SERVICE ENHANCEMENT
RFP APPLICANT INFORMATION**

Applicant _____

Agency Director _____ **Telephone: ()** _____

**Agency
Address:** _____

**Person Responsible for
Application** _____

Telephone: () _____

Email: _____

TABLE OF CONTENTS

	<u>Page</u>
1.0 RFP APPLICANT INFORMATION	1
2.0 INTRODUCTION AND PURPOSE OF PROPOSAL	4
2.1 Brief History & Goals	4
2.2 Purpose of RFP	4
2.3 Specifications & Requirements	4
2.4 Incurred Costs	5
2.5 Contract Period	5
3.0 SCHEDULE OF EVENTS	5
4.0 PROGRAM ELEMENTS	5
5.0 VENDOR REQUIREMENTS	6
5.1 Laws, Codes, Regulations	6
5.2 Insurance	6
5.3 Federal Tax Identification Number	7
5.4 Security	7
5.5 Independent Contractor	7
5.6 Non-Discrimination	7
5.7 Professional Service Contracts DBE Specifications	7
5.8 Access to Records/Audit/Open Records Law	8
5.9 Software and Hardware Standards	8
5.10 Milwaukee County Pretrial Services Information System	8
5.11 Indemnity	8
5.12 Code of Ethics	9
6.0 COMPENSATION, BILLING AND PAYMENT	9
6.1 Contract Payment	9
6.2 Cost of Administration	9
6.3 Monthly Billings	9
6.4 Space/Other	10
6.5 Modification/Termination/Extension of Contract	10
7.0 REPORTS	10
7.1 Data and Information Requirements	10
8.0 PROPOSAL NARRATIVE	10
8.1 Mission and Goals	10
8.2 Proposed Services	11
8.3 Staffing Plan	11
8.4 Experience and Administrative Ability	12
8.5 Implementation	12

8.6 Budget Information	13
8.7 Sample Contract	14
9.0 PROPOSAL SUBMISSION AND EVALUATION	14
9.1 Format	14
9.2 Requirements and Specifications	14
9.3 Errors and Omissions	15
9.4 Expiration of Proposals	15
9.5 Proposal Due Date/Mailing Instructions	15
9.6 Questions	15
9.7 Evaluation Criteria	16
9.8 Right to Negotiate	16
9.9 RFP and Contract	16
9.10 Bidder Communication	16

ATTACHMENT A Sample Professional Services Contract

DBE INFORMATION & FORMS

ADDENDUM A	DBE Requirements
ADDENDUM B	Certificate of Good Faith Efforts (DBE-01)
ADDENDUM C	Subcontractor/Sub-Consultant/Supplier Information Sheet (DBE-02)
ADDENDUM D	Commitment to Contract with DBE (DBE-14)
ADDENDUM E	DBE Utilization Report (DBE-16)
ADDENDUM F	DBE Payment Certification Form (DBE-18)

SECTION 2.0

INTRODUCTION TO AND PURPOSE OF PROPOSAL

- 2.1** The mission of the Milwaukee County Adult Drug Treatment Court is to enhance public safety through the reduction of recidivism by coordinating effective and accountable substance abuse treatment and supportive services for offenders with substance abuse problems.

The Milwaukee County Adult Drug Treatment Court has the following primary goals:

1. Reduce recidivism among drug using defendants;
2. Provide an effective and accountable community-based alternative to incarceration;
3. Improve public safety;
4. Effectively manage limited criminal justice system resources.

The following ancillary goals and benefits are also achieved in pursuit of the primary goals:

1. Reduce criminal justice costs through reduced reliance on incarceration for non-violent offenders;
2. Promote community awareness of Milwaukee County's drug problem and community participation in solving it.

Milwaukee County's Adult Drug Treatment Court (DTC) became operational in 2009 with funding provided by a Bureau of Justice Assistance Adult Drug Court Discretionary Implementation Grant. Milwaukee County's DTC integrates the Ten Key Components of drug treatment courts. The program has a maximum participant capacity of 80 and the average daily population is approximately 77. In 2013, the program served approximately 140 individuals.

- 2.2** The Office of the Chief Judge and Judicial Review Coordinator are responsible for administering the Milwaukee County Drug Treatment Court.

Services described in this RFP are 100% funded by the United States Bureau of Justice Assistance Adult Drug Court Discretionary Grant Program. Total available funding for the two-year grant period is \$156,848.

The purpose of this Request for Proposals (RFP) is to contract with qualified agencies/organizations/individuals (vendor) to provide programming and services to defendants involved in the Milwaukee County Drug Treatment Court as described below. Proposals are being sought from Milwaukee area community agencies/persons to provide Trauma Informed Care and Cognitive Behavioral Services for participants in the Milwaukee County Adult Drug Treatment Court.

- 2.3** Proposals shall be submitted in accordance with all requirements and specifications in the RFP.

- 2.4 Vendors are responsible for all costs incurred related to the specific service outlined in the proposal submitted, except as specifically noted in this request.
- 2.5 The selected vendor(s) will be required to sign a "Professional Services Contract." The term of said contract will be for a period of 12-months, with the specific start and end dates being contingent on the timing of the County Board approval process. The Chief Judge may issue a one-year contract extension contingent on approval and continued funding of the program by the Bureau of Justice Assistance.

SECTION 3.0 SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issued	January 27, 2014
Questions Due	January 29, 2014
Answer Questions	January 31, 2014
Deadline for Receipt of Proposals	February 14, 2014
Evaluation & Selection Process	February 14, 2014- February 19, 2014
Notification of Intent to Award	Contingent on County Board
Report to Judiciary, Safety, and General Services Committee	March 6, 2014
Report to Finance, Personnel & Audit Committee	March 13, 2014
Full County Board Vote	March 20, 2014
Sign Contract	March 24, 2014

SECTION 4.0 PROGRAM ELEMENTS

Milwaukee County will be accepting proposals from prospective vendors to provide the services described below. The minimum program elements are listed below.

- 1) Cognitive Behavioral Therapy (CBT)
- 2) Recovery focused Trauma-Informed Care (TIC); and
- 3) Dedicated staff to implement the above programming consisting of 0.5 FTE Client Support Specialist-CBT and 0.5 FTE Client Support Clinician-TIC.

These evidence based services will be facilitated and managed *exclusively* for MCDTC participants on site in the Milwaukee County Safety Building, and each of the above described .5 FTE positions must dedicate no less than 20 hours per week solely to serving the DTC population. Agencies may propose to combine the two positions into one. The responsiveness of the DTC program will be enhanced by having the ability to offer these groups internally and exclusively to MCDTC clients. Staff assigned to this program will become members of the Milwaukee County Drug Treatment Court Team and must attend all team meetings and function as a full team member.

Priority consideration will be given to program proposals that utilize an evidenced-based model or include evidence-based practices designed to serve the intended population. Applicants must cite sources used to demonstrate that the proposed program/service meets these criteria.

SECTION 5.0 VENDOR REQUIREMENTS

5.1 Laws, Codes, Regulations

By submitting a proposal, the vendor specifically stipulates that goods, personnel and services provided are in compliance with all applicable laws, codes, rules and regulations governing such services. This includes but is not limited to licenses, copyrights, minimum staff qualifications and other legal and binding requirements.

5.2 Insurance

Vendor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Worker’s Compensation laws and/or include insurance coverage for Worker’s Compensation claims as required by the State of Wisconsin, including employer’s liability and business insurance covering general liability, professional liability and automobile coverage in the following minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Amounts</u>
Wisconsin Worker’s Compensation Employer’s Liability & Disease	Statutory \$100,000/\$500,000/\$100,000 (Waiver of Subrogation)
Commercial or Comprehensive General Liability Bodily Injury & Property Damage Including Personal Injury, Fire, Legal & Contractual	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
Automobile Liability Bodily Injury & Property Damage All Autos Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements

Professional Liability

\$1,000,000 per occurrence

Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Such coverages must be maintained during the life of the contract including renewals.

5.3 Federal Tax Identification Number

Vendor must provide Federal Tax Identification Number.

5.4 Security

All employees and agents of the vendor providing any CLU program or service shall be subject to background/criminal history screening by the Chief Judge or his designee. This screening may include but not be limited to a reference check, criminal conviction check and active warrant check. The arrest and/or charging with a criminal act, including misdemeanors may result in such staff being barred from working in the pretrial service program.

5.5 Independent Contractor

Nothing contained in this RFP shall constitute or be construed to create a partnership or joint venture between Milwaukee County or its successors or assigns and vendors or their successors or assigns. Neither vendor nor vendor's employees shall be deemed to be employees of Milwaukee County.

5.6 Non-Discrimination

The vendor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex or handicap, which shall include but not be limited to: recruitment or recruitment advertising; employment upgrading; demotion or transfer; lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. A violation of this provision shall be sufficient cause for the County to terminate the contract pursuant to County Ordinance 56.17-Non-Discriminatory Contracts.

**5.7 Professional Service Request for Proposals (RFP)
Disadvantaged Business Enterprise (DBE) Utilization Specifications
(US DOT and Milwaukee County Funded Projects)**

All bidders/proposers shall comply with Milwaukee County Ordinance Chapter 42 and 49 CFR Parts 23 and 26 which have assigned an overall goal of seventeen percent (17%) participation of certified disadvantaged business enterprise (DBE) and/or airport concession disadvantaged business enterprise (ACDBE) firms on professional and non-professional service contracts. Proposers must state in their response how they will meet the goal including identifying the DBE firm(s) by name, the scope of work/services to be provided, the dollar amount(s) of such work, and the percentage of the DBE goal to be met, or document good faith efforts made to meet the goal assigned to this contract. Failure to carry out the requirements of this provision will result in a determination of

non-responsiveness and the submission may be rejected. The successful proposer shall maintain records and document its performance using the DBE forms provided. The *Disadvantaged Business Enterprise (DBE) Utilization Specifications* and all other specific DBE forms to be used are included in this RFP in the DBE addendums section of this RFP.

The directory of DBEs can be obtained by contacting Community Business Development Partners (CBDP) at 414.278.4747 or by visiting the following internet site:

<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>

If you need additional assistance in identifying DBEs, or understanding Milwaukee County procedures regarding the DBE Program Ordinance, contact CBDP at 414-278-5248."

5.8 Access to Records/Audit & Open Records Law

Pursuant to the applicable Milwaukee County rules and regulations, vendor understands that if requested by the County and/or the Office of the Chief Judge, it shall make available its business and/or program records relating to provision of services under the contract to the county auditors or Chief Judge's staff for purposes of an audit, quality assurance review, or for compliance with Wisconsin State Open Records Law. Vendor also agrees to comply with the Wisconsin State Open Records Law to the extent it is applicable to the vendor. The Office of the Chief Judge shall have off-site electronic access to program database records. All materials and products resulting from this project are the exclusive property of Milwaukee County.

5.9 Software and Hardware Standards

The vendor shall be responsible for the purchase, installation and maintenance of all hardware (PC's, routers, printers, etc.) and software necessary to satisfy proposed service specifications and requirements. In order to attach to the County network to access criminal justice information systems, hardware and software must comply with the following standards established by the Milwaukee County Information Management Services Division: 1) Personal computers must be listed in the top tier of the Gartner Group, 2) Acceptable software operating systems are Microsoft Windows, Microsoft Office Suite, Internet Explorer and TN3270 client, 3) Cisco Systems, Inc. routers and, 4) Networkable printers. The vendor shall be responsible for establishing and maintaining Internet access through an Internet service provider.

Milwaukee County will provide access to CJIS via existing wiring and network ports.

5.10 Milwaukee County Pretrial Services Information System

All DTC service providers must utilize the web-enabled Milwaukee County Pretrial Services Information System to record and deposit all required service activity and data.

5.11 Indemnity

The vendor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, Milwaukee County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act

or omission of the vendor, or its (their) agents which may arise out of or are connected with the activities covered by this agreement. Vendor shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. Patent or Copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this agreement.

5.12 Code of Ethics

Chapter 9 of the Milwaukee County General Ordinances states in part: "No person may offer or give to any public official or employee, directly or indirectly, and no public official or employee may solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction on the part of the public official or employee."

SECTION 6.0 COMPENSATION, BILLING AND PAYMENT

6.1 Contract Payment

Vendor shall be compensated for work performed in general accordance with the applicable rules, procedures and regulations of Milwaukee County. Vendor shall be paid as follows:

- Actual expenses incurred on a monthly basis.

Compensation for services required under this contract shall be contingent upon satisfactory performance of work as ascertained and/or reported to the Office of the Chief Judge and Bureau of Justice Assistance. In the event of a dispute as to the services performed or compensation to be paid, the decision of the Chief Judge shall prevail.

6.2 Cost of Administration/Authorized Costs

Administrative costs may not exceed 12% of the total direct costs for the program. Selected vendor will work with the Office of the Chief Judge to finalize a program budget. The Office of the Chief Judge shall approve the final program operating budget.

6.3 Monthly Billings

Vendor shall provide the Office of Chief Judge with monthly billings that include:

- A. Names of employees assigned to each program area.
- B. Cost of personnel and fringe benefits by program area.
- C. Cost of all other expenditures by program area with all invoices supporting expenditures and billing attached.
- D. Cost of administration.

Monthly billing and related information will be due in the Office of the Chief Judge by the 15th day of the succeeding month.

6.4 Space/Other

Milwaukee County shall provide office space for the vendor, as may be available, heat, light, maintenance, and janitorial services in the Milwaukee County Safety Building.

6.5 Modification/Termination/Extension of Contract

Milwaukee County and/or the Office of the Chief Judge reserves the right to modify any contract for services provided the vendor is given at least 30-days notice.

In the event the vendor terminates the contract for any reason whatsoever, such termination will require written notice, delivered to the Office of the Chief Judge, to that effect not less than ninety (90) days prior to said termination. Vendor agrees that it will refund to Milwaukee County within fourteen (14) days of said termination, all payments made by Milwaukee County to the vendor for any work not completed.

Milwaukee County and/or the Office of the Chief Judge may terminate the contract at any time at its sole discretion by delivering ninety (90) days written notice to the vendor. Milwaukee County and/or the Office of the Chief Judge may request immediate removal of the vendor for performance problems such as lack of quantity or quality of work; inability to establish effective working relationships; non-compliance with County standards; inability to follow directions; abuse of facilities; and/or other performance problems. Upon termination, Milwaukee County's liability will be limited to the cost of services performed as of the date of termination.

SECTION 7.0 REPORTS

Accountability will be ensured through regular reporting of program activities and outcomes to the Office of the Chief Judge, Judicial Review Coordinator and Bureau of Justice Assistance. Vendor must submit all required reports in a timely fashion. Vendor is responsible for preparation of all reports required by the Bureau of Justice Assistance.

7.1 Entry of Information and Data

Vendor shall insure that all required participant information, data and required program activity is entered into the Milwaukee County Pretrial Services Information System or the system designated by the Office of the Chief Judge. Vendor agrees to adhere to all grant reporting requirements.

SECTION 8.0 PROPOSAL NARRATIVE

8.1 Mission and Goals

Briefly describe your agency's overall purpose, primary target population and the desired outcomes for your clients. Provide your agency's mission statement and the goals of your agency. Describe how your agency's mission statement and goals fit with the proposed programming and services.

8.2 Proposed Services

- A. Describe the program and services your agency intends to provide along with an explanation of why you feel your approach/methodology will successfully serve the program client.
- B. Describe how the proposed services/methodologies are evidence-based and provide the research citations to support this assertion.
- C. Describe assessment tools, methodology, technology, curriculum, monitoring procedures and follow-up.
- D. Provide a detailed justification for use of the proposed curricula.
- E. Provide the research citations that support the use of the proposed tools as evidence-based. (Attach samples of any screening or assessment tools to be used in the provision of services.)
- F. Describe how eligibility of DTC participants will be determined for these services.
- G. If your agency is not currently providing services to DTC participants, describe linkages and coordination of services with current providers that are necessary to deliver proposed services. You must also submit an MOU or letter of cooperation if you are proposing to coordinate services with or rely on actions/activities of a current provider.
- H. Indicate the number of defendants to be served annually.
- I. Clearly specify the goals and objectives for the proposed program/service and indicate how they will be measured.
- J. Identify strategies that will be used to achieve the proposed outcomes. Provide justification for use of those strategies.
- K. Describe methods for insuring fidelity to the chosen model, service delivery plan, etc. Please include a plan to insure the delivery of quality services.
- L. How will progress toward program goals and outcomes be tracked and measured? How will this information be used to make program changes if needed?
- M. Document your plan for monitoring the day-to-day delivery of services and assigned staff.
- N. Outline your agency's method of establishing the trust and confidence of Milwaukee County and the judiciary as it relates to the program you are proposing to provide.

8.3 Staffing Plan

- A. Describe your agency's staffing plan for the proposed program. Include title of each position, job description and percentage of time each position will be devoted to the proposed program. Include an organizational chart showing staff lines of authority.
- B. Indicate qualifications that will be required of staff. If you currently have staff that will be assigned to the program, list by name and include their resume in your response.
- C. Include a staff orientation and training plan. Include plan for ongoing staff training, coaching and development.

8.4 Experience and Administrative Ability

- A. Describe your agency's experience in serving the program's target population.
- B. Describe your agency's experience working within the criminal justice system and criminal justice involved individuals.
- C. Describe your agency's experience serving specialty court populations.
- D. Outline experience working with judges, administration, court commissioners, prosecutors, defense attorneys, court proceedings, law enforcement and correctional staff.
- E. Describe your agency's work coordinating services and collaborating with other community providers.
- F. Describe your agency's overall experience in using evidence-based risk assessments and treatment/service methods.
- G. Describe your agency's experience in meeting federal, state and county administrative and contractual requirements.
- H. Attach as Appendix A, your agency's Tax Identification Number.
- I. Attach as Appendix B, a list of current board members, including name, gender, ethnicity, address, office held, and the date their term of service expires.
- J. Describe your organization's process for affirmative action and equal opportunity in hiring.
- K. Attach as Appendix C, your agency's Equal Employment Opportunity Certificate.
- L. Attach as Appendix D, your agency's Certificate of Insurance.
- M. Attach as Appendix E, a copy of your agency's most recent independent financial audit report or Board of Directors approved financial statement.

8.5 Implementation Plan

The vendor must present a plan that details the implementation of the proposed services. The plan should cover the time period from contract award to full operational status. At a minimum, the plan should include the following functions:

- A. Staff recruitment, hiring, and training.
- B. Development of program policy and procedures manual and quality assurance plan.
- C. Collaboration/coordination of services with DTC Team, treatment and other service providers and agencies.

The description of the implementation plan must include:

- A. A narrative plan describing activities to be undertaken.
- B. A schedule that identifies each phase or component required to undertake the project. Beginning and completion dates by phase or component must be included.
- C. A work plan that defines identified tasks to be completed, staff members assigned to each task, the deliverable products related to each task and beginning and completion dates.
- D. A coordination statement describing how the vendor will coordinate with affected

agencies, programs and the CJS. All required memorandums of understanding/letters of cooperation must be included.

If awarded a contract, the vendor will be expected to deliver to the Office of the Chief Judge:

- A. Program policy and procedures manual (within 60 days of executing the contract).
- B. Quality assurance plan.
- C. Staffing roster, and resumes.
- D. Staff training verification.

8.6 Budget Information

- A. **An itemized budget detail worksheet** that includes the following information for the 2-year grant period and separate detailed budget for year one and year two:

Total Agency Anticipated Expenses-Provide the total cost for provision of services. No claims for any costs or expenses beyond the stated costs will be honored without the express written authorization of the Chief Judge and County Board of Supervisors. Milwaukee County's sole financial obligation to the successful bidder is limited to the total cost for services expressed in the vendor's response to the RFP and rendered under the terms of the contract. Funds may not be used for consultants or contract employees unless approved by the Chief Judge.

Personnel-List each position with annual salary, dollar amount for each fringe benefit, and percentage of time to be devoted to the proposed program. Individuals listed in this category must be employed by the applicant agency. Fringe benefits are limited to retirement, social security, life insurance, health insurance and unemployment compensation.

Subcontracts-List each position, program or activity with proposed cost and justification for that expense. If proposing to subcontract positions/services, please provide detailed justification along with subcontractor's experience and expertise in providing the proposed services. A signed MOU/letter of cooperation is required for any subcontract.

Supplies-List items by type (e.g., office supplies, equipment, postage, software, books, bus tickets, etc.) and show basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project. Costs for entertainment are prohibited.

Equipment/Equipment Rental-List items including computers, telephones, cameras, scanners, etc. necessary for provision of proposed services.

Telephone-Includes costs associated with land lines as well as cell phones, if necessary for proposed service delivery.

Travel/Training-List all travel and/or training costs necessary for the proposed program. Itemize travel/training expenses of project personnel by purpose. Mileage is limited to the agency's approved rate. Reimbursement shall not exceed the rate at which Milwaukee County's employees are reimbursed.

Administrative Expenses-includes all required agency/program insurance, accounting, human resources and administrative staff costs. **Please note:** Administrative costs may not exceed 12% of the total direct costs of the program.

PLEASE NOTE:

1) A minimum of \$2,390 must be allocated each year for travel to offset costs associated with staff assigned to these services attendance at the NADCP Conference.

B. Budget Narrative-The budget narrative should thoroughly and clearly describe every category of expense listed in the itemized budget. Proposed budgets are expected to be complete; reasonable and allowable; cost effective; and necessary for project activities. The narrative must include calculations that are mathematically sound and correspond with the information and figures provided in the itemized budget. The narrative should explain how all costs were calculated and how they are relevant to the provision of the proposed services.

C. Description of your agency's current funding sources and/or plans for obtaining other funding needed to carry out this program.

8.7 Sample Contract

Attachment A is a sample contract for services between Milwaukee County and the successful vendor(s). Vendor shall review the sample contract and indicate in the proposal whether vendor has any objections to the contract language.

SECTION 9.0 PROPOSAL SUBMISSION AND EVALUATION

9.1 Format

The proposal narrative is limited to 20 pages and must be typewritten, double-spaced, 12-point Times New Roman font, with 1" margins on 8-1/2" X 11" white paper. All proposal pages with the exception of attachments/appendices must be numbered. The entire proposal document must be bound in a 3-ring binder. The proposal must address each of the following sections in the indicated order. Proposal sections should follow the below outline and each proposal section must include the section number and title. Failure to adhere to these formatting guidelines will result in the proposal being considered non-responsive.

9.2 Requirements and Specifications

All proposals shall be submitted in accordance with the requirements and specifications included in the RFP. To be accepted, ten (7) copies of the proposal, one original (with signatures), and nine (6) copies must be submitted. In addition, the entire proposal shall

be submitted in MS-Word format on a CD. The following are the minimum requirements for proposal consideration and should be submitted in the following order:

1. Cover letter with original signature.
2. Completed RFP application.
3. Narrative proposal-addressing all requirements/questions in Section 9.
4. Appendix A-Tax Identification Number
5. Appendix B-Current Board of Directors
6. Appendix C-Equal Employment Opportunity Certificate
7. Appendix D-Certificate of Insurance
8. Appendix E-Independent Financial Audit Report or Board of Directors Approved financial statement
9. Appendix F-DBE Certificate of Good Faith Efforts (DBE-01)
10. Appendix G-DBE Commitment to Contract with DBE (DBE-14)
11. Appendix H-DBE Subcontractor/Sub-Consultant/Supplier Information Sheet (DBE-02)

9.3 Errors and Omissions

All proposals submitted for the services requested by Milwaukee County shall be complete and clearly worded and must convey all of the information requested in this RFP. If significant errors or omissions are found in the proposal or if the proposal fails to conform to the essential requirements, the proposal shall be considered non-responsive. Milwaukee County reserves the right to ask any or all vendors for additional information and/or for clarification of proposals.

9.4 Expiration of Proposals

Proposals must be valid for at least 180 days from the proposal submission deadline.

9.5 Due Date/Delivery Instructions

Proposals must be received no later than 3:00 p.m. (CDT) on Friday, February 14, 2014 in the office of the:

**Milwaukee County Clerk
Milwaukee County Courthouse-Room 105
901 N. 9th Street
Milwaukee, WI 53233**

It is strongly recommended that the proposal be delivered in person or sent certified mail, return receipt requested. On the outside of the mailing package, Org. Unit 2900: Alternatives to Incarceration Adult Drug Treatment Court-Service Enhancement RFP #6888 must clearly appear.

9.6 Questions

If additional information is needed to interpret the specifications or requirements of this RFP, written questions must be submitted via email by January 29, 2014 at 3:00 pm CDT. No questions/requests for information will be accepted after this date. Questions must be submitted to:

Holly Szablewski, Judicial Review Coordinator
E-mail: Holly.Szablewski@wicourts.gov.

9.7 Evaluation Criteria

All proposals submitted will receive fair and impartial consideration. The Department of Combined Court Related Operations-Pretrial Services Unit will establish an evaluation committee. Vendors selected as finalists may be required to participate in a formal oral interview and/or site visit. A Professional Services Contract will be awarded to the vendor(s), determined by the Office of the Chief Judge, upon recommendations of the RFP Evaluation Team to offer the most beneficial and cost effective services and otherwise found to be in the best interest in Milwaukee County. Such determination shall consider:

- Proposed Services 30 points
- Agency Experience/Administrative Ability 15 points
- Cost of Program 10 points
- Staff Skills/Qualifications 15 points
- Capacity to Meet Program Requirements 15 points
- Reporting/Evaluation Plan 5 points
- Implementation Plan 5 points
- DBE/EEOC Utilization and Compliance 5 points

9.8 Right to Negotiate

Milwaukee County reserves the right to negotiate with selected vendor to arrive at a best and final offer.

9.9 RFP and Contract

All conditions and requirements of the RFP and the successful bidder's proposal shall become part of the professional services contract.

9.10 Bidder Communication

Potential vendors/service providers are prohibited from communicating directly with any employee of the Department of Combined Court Related Operations except as described herein. No Milwaukee County employee or representative other than the designated contact person is authorized to provide any information or respond to any question regarding this RFP. Violation of this section may result in rejection of your proposal. The Department of Combined Court Related Operations shall not be responsible for any information provided by any person(s) other than the designated point of contact for this RFP. The submission of written questions and their accompanying responses are the only methods by which interpretation, clarification or additional information regarding this RFP will be communicated.

CONTRACT FOR SERVICES

Between

MILWAUKEE COUNTY

AND

VENDOR

THIS CONTRACT, entered into by and between _____ (hereinafter called "Contractor") incorporated under Wisconsin Statutes and Milwaukee County (hereinafter called the "County") is for the purpose of operating a Milwaukee County Pretrial Services Program, as identified in the Scope of Services below:

RECITALS

WHEREAS, The Milwaukee County Board of Supervisors adopted the 2014 budget on _____, File No. _____, and approved by the County Executive, which included funding for alternatives to incarceration with contract responsibilities to include oversight and administration by the Chief Judge of Milwaukee County; and

WHEREAS, The County desires to fund a program of pretrial services in Milwaukee County, and

WHEREAS, THE CONTRACTOR represents self as being capable, experienced and fully qualified to undertake, perform and fulfill the services, obligations, and conditions of this Contract:

NOW, THEREFORE, the parties do mutually agree as follows:

I. RETENTION OF SERVICES

Milwaukee County hereby agrees to engage Contractor, and Contractor hereby agrees to perform all services under this Contract in accordance with its terms and conditions. Contractor agrees that time is of the essence for certain elements of this contract as established in the Scope of Services below, and will meet all deadlines and schedules as set forth.

II. GENERAL REQUIREMENTS

Contractor is required to:

- A. Do, perform, and carry out in a professional, timely, and proper manner, all of the services specified by this Contract.
- B. Coordinate with the Chief Judge, or designee, and comply with the agreed time of schedules, work hours, and payment terms.

III. SCOPE OF SERVICES

The contractor shall provide and operate a program of _____.

The Contractor shall not supervise or provide services to more than an average of _____ adult defendants per day without the approval of the Chief Judge.

(Insert program or service description/requirements)

The Contractor shall provide all personnel and equipment required to perform services under this contract.

Except as provided herein, the Contractor shall determine the methods, procedures and personnel policies to be used in initiating and furnishing services. Such methods, procedures and personnel policies shall be written and will be provided to the Chief Judge or her designee within 60 days of acceptance of this contract.

Contractor shall report defendant non-compliance in accordance with the policies and procedures developed in conjunction with the Misdemeanor and Felony divisions.

IV. PROGRAM OUTCOMES

(Insert expected program outcomes, measurement and evaluation plan)

V. DURATION OF CONTRACT

The contract period shall be from _____, 2014-_____, 2014. The Chief Judge may issue a one-year contract extension in agreement/negotiation with the contractor and contingent upon continued funding by Milwaukee County.

VI. COMPENSATION, BILLING AND PAYMENT

Contractor shall be compensated for work performed in general accordance with the applicable rules, procedures and regulation of Milwaukee County. Total direct compensation to the Contractor shall not exceed \$_____. Administrative costs may not exceed 12% of the total direct costs for the program.

Contractor shall be paid for (actual expenses incurred) (1/12 of the total contract amount) on a monthly basis. Compensation for services required under this contract shall be contingent upon

satisfactory performance of work as ascertained and/or reported to the Office of the Chief Judge. In the event of a dispute as to the services performed or compensation to be paid, the decision of the Chief Judge shall prevail.

Contractor shall provide the Chief Judge and/or her designee with monthly billings that will include:

- A. Number of defendants served by the program.
- B. Names of employees assigned to each program area and the percentage of time each position is devoted to the program.
- C. Cost of personnel and fringe benefits by program area.
- D. Costs of other expenditures by program area with invoices attached.
- E. Cost of administration and indirect costs, by item detail, outside of program area.
- F. DBE Professional Services Monthly Report.

Monthly billing and related information will be due in the Office of the Chief Judge by the 15th day of the succeeding month.

VII. REPORTS

Accountability will be ensured through regular reporting of program activities and outcomes to the Office of the Chief Judge. The Judicial Review Coordinator, through the use of the Milwaukee County Pretrial Services Information System, will generate reports.

Contractor will insure that all required participant information, data and supervision activity is entered into the database as it is collected and occurs.

The Chief Judge, Judicial Review Coordinator and program funding agencies may require additional data/reports from Contractor as needed.

Contractor shall produce an annual report that describes services provided, indicates number of defendants served, demographics of population served and progress toward program goals and outcomes. Report will compare activity and outcomes from year-to-year. This report will be due by March 1st of the succeeding year.

VII. RIGHT OF REFUSAL

The Contractor retains the right to refuse any defendant referred to the Contractor who is unsuitable for the program or poses a substantial risk to the Contractor.

IX. COUNTY RESPONSIBILITIES

Space

Milwaukee County shall provide office space for the Contractor as may be available, heat, light, maintenance, and janitorial services in the Milwaukee County Safety Building.

Network Connections

Milwaukee County will provide access to the Criminal Justice Information System (CJIS).

X. MODIFICATION/EXTENSION/TERMINATION OF CONTRACT

Milwaukee County and/or the Office of the Chief Judge reserves the right to modify any contract for services provided the vendor is given notice at least 30-days in advance of said modification.

In the event the vendor terminates the contract for any reason whatsoever, such termination will require written notice, delivered to the Office of the Chief Judge, to that effect not less than ninety (90)-days prior to said termination. Vendor agrees that it will refund to Milwaukee County within fourteen (14) days of said termination, all payments made by Milwaukee County to the vendor for any work not completed.

Milwaukee County and/or the Office of the Chief Judge may terminate the contract at any time at its sole discretion by delivering ninety (90)-days written notice to the vendor. Milwaukee County and/or the Office of the Chief Judge may request immediate removal of the vendor for performance problems such as lack of quantity or quality of work; inability to establish effective working relationships; non-compliance with County standards; inability to follow directions; abuse of facilities; and/or other performance problems. Upon termination, Milwaukee County's liability will be limited to the cost of services performed as of the date of termination.

XI. GENERAL CONDITIONS

A. Access to Records/Audit & Open Records Law

Pursuant to the applicable Milwaukee County rules and regulations, vendor understands that if requested by the County and/or the Office of the Chief Judge, it shall make available its' business and/or program records relating to provision of services under the contract to the county auditors or Chief Judge's staff for purposes of an audit, quality assurance review, or for compliance with Wisconsin State Open Records Law. Vendor also agrees to comply with the Wisconsin State Open Records Law to the extent it is applicable to the vendor. The Office of the Chief Judge shall have off-site electronic access to program database records. All materials and products resulting from this project are the exclusive property of Milwaukee County.

B. Software and hardware Specification

(Insert language on compatibility between Contractor's network, hardware and software)

C. Indemnity

The Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its' (their) agents which may arise out of or are connected with the activities covered by this agreement. Contractor shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. Patent or Copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this agreement.

D. Insurance

Vendor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Worker's Compensation laws and/or include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, including employer's liability and business insurance covering general liability, professional liability and automobile coverage in the following minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Amounts</u>
Wisconsin Worker's Compensation Employer's Liability & Disease	Statutory (Waiver of Subrogation) \$100,000/\$500,000/\$100,000
Commercial or Comprehensive General Liability Bodily Injury & Property Damage Including Personal Injury, Fire, Legal & Contractual	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
Automobile Liability Bodily Injury & Property Damage All Autos Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements
Professional Liability	\$1,000,000 per occurrence

Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Such coverage must be maintained during the life of the contract including renewals.

Milwaukee County shall be named as additional insured, as interests may appear, and be afforded thirty (30)-day written notice of cancellation of renewal. A certificate indicating above coverage shall be submitted for review and approval by Milwaukee County for the duration of this agreement. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to Milwaukee County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to Milwaukee County for approval prior to the commencement of activities under this contract.

E. Security

All employees and agents of the Contractor providing any pretrial program or service shall be subject to screening by the Chief Judge or his designee. This screening may include but not be limited to a reference check; criminal conviction check and active warrant check. The arrest and/or charging with a criminal act, including misdemeanors may result in such staff being barred from working in the pretrial service program.

F. Non-Discrimination

The Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex or handicap, which shall include but not

be limited to: recruitment or recruitment advertising; employment upgrading; demotion or transfer; lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. A violation of this provision shall be sufficient cause for the County to terminate the contract pursuant to County Ordinance 56.17-Non-Discriminatory Contracts.

G. DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

All bidders/proposers shall comply with Milwaukee County Ordinance Chapter 42 and 49 CFR Parts 23 and 26 which have assigned an overall goal of seventeen percent (17%) participation of certified disadvantaged business enterprise (DBE) and/or airport concession disadvantaged business enterprise (ACDBE) firms on professional and non-professional service contracts. Proposers must state in their response how they will meet the goal including identifying the DBE firm(s) by name, the scope of work/services to be provided, the dollar amount(s) of such work, and the percentage of the DBE goal to be met, or document good faith efforts made to meet the goal assigned to this contract. Failure to carry out the requirements of this provision will result in a determination of non-responsiveness and the submission may be rejected. The successful proposer shall maintain records and document its performance using the DBE forms provided. The *Disadvantaged Business Enterprise (DBE) Utilization Specifications* and all other specific DBE forms to be used are included in this RFP in the addendums section.

The directory of DBEs can be obtained by contacting Community Business Development Partners (CBDP) at 414.278.4747 or by visiting the following internet site:

<https://app.mylem.com/wisdot/Reports/WisDotUCPDirectory.aspx>

If you need additional assistance in identifying DBEs, or understanding Milwaukee County procedures regarding the DBE Program Ordinance, contact CBDP at 414-278-5248."

H. Independent Contractor

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between Milwaukee County or its successors or assigns and Contractor or their successors or assigns. Neither Contractor nor Contractor's employees shall be deemed to be employees of Milwaukee County. Contractor is at all times acting and performing as an independent contractor duly authorized to perform the acts required hereunder.

I. Code of Ethics

The Contractor attests that it is familiar with Milwaukee County's Code of Ethics which states in part: "No person may offer to give to any county officer or employee or his immediate family, or no county officer or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official action, or judgment would be influenced thereby.

IN WITNESS WHEREOF,

(CONTRACTOR) and MILWAUKEE COUNTY HAVE EXECUTED THIS CONTRACT
EFFECTIVE _____, 2014.

Approved by Corporation Counsel
(Approved as to form & independent
Contractor status by Corporation Counsel)

Reviewed by Risk Management

Date

Date

Chief Judge on behalf of Milwaukee
County

(Contractor)

Date

Date

Reviewed by CDBP

Date

**DISADVANTAGED BUSINESS ENTERPRISE
UTILIZATION**

ADDENDUMS

ADDENDUM A

DBE REQUIREMENTS



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

1. All bidders/proposers shall comply with CFR 49, Parts 23 and 26, and Chapter 42 of the Milwaukee County Ordinances, which require all bidders/proposers to show Good Faith Efforts (GFE) toward achieving the assigned Disadvantaged Business Enterprise (DBE*) goal on all Milwaukee County contracts with a DBE goal. In accordance with Milwaukee County policies and USDOT requirements, the contractor/consultant shall ensure that DBEs have an opportunity to participate on this contract.
2. **DBE Contract Goal:** Contractor/consultant shall utilize DBE firms to a minimum of 17 % of the total contract amount, or document the good faith efforts made to meet that goal, on this contract. The DBE participation goal relative to contract award shall be based upon the approved *Commitment to Contract with DBE (DBE-14)* form. Contractors/Consultants receiving additional work on the contract, e.g., change orders, addendums, use of allowances, etc., shall increase DBE participation proportionally.

DURING SOLICITATION PROCESS

3. The Milwaukee County Department of Community Business Development Partners (CBDP) will make the determination as to whether a contractor/consultant has made a good faith effort to achieve the assigned DBE participation goal by doing either of the following:
 - a. Evidencing that it has met the DBE participation goal by submitting with its bid/proposal a signed and notarized *Commitment to Contract with DBE (DBE-14)* form documenting sufficient DBE participation; or
 - b. Documenting the good faith efforts made to meet the DBE participation goal, even though it did not succeed in achieving the goal. In this case, the contractor/consultant shall submit the *Certificate of Good Faith Efforts (DBE-01)* and all relevant documentation, which will include a signed and notarized *Commitment to Contract with DBE (DBE-14)* form documenting the DBE participation achieved toward satisfying the goal, with its bid/proposal. CBDP is prohibited, under 49 CFR, Part 26, from ignoring *bona fide* good faith efforts when making determinations on requests for waiver of the DBE goal requirement, in whole or part. Good faith effort determinations shall be made by CBDP based upon contractor/consultant showing of good faith efforts on a contract-by-contract basis.
4. Contractor/Consultant shall submit with its bid/proposal, the completed *Subcontractor/Subconsultant/Supplier Information Sheet (DBE-02)* and signed and notarized *Commitment to Contract with DBE (DBE-14)* forms. In the event the contractor/consultant is not successful in meeting the DBE goal, a complete *Certificate of Good Faith Efforts (DBE-01)* and all relevant documentation shall be submitted with the bid/proposal in addition to the aforementioned forms.
5. The efforts employed by the contractor/consultant should be those that one could reasonably expect to be taken if the contractor/consultant were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE participation contract goal. (49 CFR, §26.53, and Appendix A to 49 CFR, Part 26, provide guidance regarding GFE).
6. In the event CBDP determines that the contractor/consultant has failed to meet the GFE requirements, the contractor/consultant is entitled to appeal this determination. The provisions of 49 CFR, §26.53(d), apply to such an appeal. A request for administrative reconsideration must be sent within three (3) days of receiving written notice of the failure to meet the GFE requirement. The request should be sent to:

Milwaukee County -- City Campus
CBDP, Room 030
2714 West Wells Street
Milwaukee, WI 53208

* The term "DBE" means small business concerns known as Disadvantaged Business Enterprise (DBE) firms owned at least 51% by socially and economically disadvantaged individuals, and certified by the State of Wisconsin UCP under CFR, 49 Part 26.
DBE Requirements (02/01/12) Previous Editions Obsolete



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

7. Listing a DBE on the *Commitment to Contract with DBE (DBE-14)* form shall constitute a written representation and commitment that the contractor/consultant has communicated and negotiated directly with the DBE firm(s) listed, and that it will use the listed firm(s). If awarded the contract, the contractor/consultant shall enter into contract, directly or through subcontractors, with the DBE firm(s) listed on the *Commitment to Contract with DBE (DBE-14)* form(s) for the work and price set forth thereon. This agreement must be submitted to CDBP within seven (7) days from receipt of the *Notice to Proceed*.
8. Contractors/Consultants should note that for the purpose of determining compliance with the DBE requirements of this contract, only DBEs certified by the State of Wisconsin Unified Certification Program (UCP) prior to the bid/proposal submission deadline will be counted towards the satisfaction of the assigned DBE goal. If a bidder/proposer wishes to utilize a DBE firm certified in another state for credit on this contract, the bidder/proposer shall include a copy of DBE certification from the home state along with its good faith efforts documentation upon submission of bid/proposal as a matter of responsiveness. If you need clarification or assistance related to certified DBE firms, contact CDBP at (414) 278-4747.
9. When evaluating a contractor/consultant's proposed DBE commitment, Milwaukee County reserves the right to request any documentation from both the contractor/consultant and any listed DBE firms. If the information requested is not submitted by the contractor/consultant within the time specified for such submission, Milwaukee County may determine the contractor/consultant to be non-responsive and thereby remove them from further consideration for contract award.

FOLLOWING CONTRACT AWARD

10. The contractor/consultant shall prepare and submit accurate and timely forms and reports on DBE utilization after contract award. These shall include, but not be limited to *DBE Utilization Report (DBE-16)* forms, and other forms as directed. Failure to submit forms and reports with requests for payment will result in denial of payment, or other sanctions deemed appropriate by the County, including those listed under Section (11), below.
11. When evaluating the performance of this contract after execution, Milwaukee County reserves the right to conduct compliance reviews and request, both from the contractor/consultant and the DBE firm(s), documentation necessary to verify actual level of DBE participation. If the contractor/consultant is not in compliance with these specifications, CDBP will notify the contractor/consultant in writing of the corrective action that will bring the contractor/consultant into compliance. If the contractor/consultant fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:
 - a. Terminate or cancel the contract, in whole or in part;
 - b. Remove the contractor/consultant from the list of qualified contractors/consultants and refuse to accept future bids/proposals for a period not to exceed three (3) years;
 - c. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the DBE contract commitment, where the failure to meet the DBE contract commitment is the result of a finding by CDBP of less than adequate good faith efforts on the part of the contractor/consultant; and/or
 - d. If the contractor/consultant has completed its contract, and the DBE contract commitment was not met due to an absence of good faith on the part of the contractor/consultant as determined under 49 CFR, Part 26, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE contract commitment. The County may in such case retain any unpaid contract amounts and retainage otherwise due the contractor/consultant, up to the amount of the unmet DBE contract commitment. If insufficient funds remain in the contract account to compensate the County up to that amount, Milwaukee County may bring suit to recover damages up to the amount of the unmet



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

commitment, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.

12. Contractor/Consultant shall be credited for expenditures to DBE firms toward the requirements, if the entire identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed DBE firm. CBDP, through the application of 49 CFR, §26.65(c), will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
13. Contractor/consultant is required to notify CBDP if its DBE contractor(s) will further subcontract out work on this project. Work will be credited based on actual participation by DBE firms.
14. Contractor/Consultant must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, or if the contractor/consultant has a problem in meeting the DBE goal, or any other problem relative to the DBE goal requirement, the contractor/consultant shall immediately contact CBDP at (414) 278-5248. If needed, contractor/consultant must submit a written request for substitution, including the reason for the request and the log, to its DBE contractor and forward a copy to CBDP. Approval must be obtained from CBDP prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the contractor/consultant.
15. Requests For Payment: A *DBE Utilization Report (DBE-16)* form shall be submitted with each payment request by the contractor/consultant after contract award. This report must cover the period covered by the request for payment being submitted. This report must be submitted even if no DBE activity took place during the period being reported. The County Project Manager/Administrator will reject requests for payment that are not in compliance with this section.
16. Final Payment Verification. The contractor/consultant shall submit the *Contract Close-Out DBE Payment Certification (DBE-18)* and the final *DBE Utilization Report (DBE-16)* along with its final request for payment. The County Project Manager/Administrator will not process the final request for payment if these required reports are not included.
17. Milwaukee County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of CBDP.

ADDENDUM B

DBE-01 CERTIFICATE OF GOOD FAITH EFFORTS



**COMMUNITY BUSINESS DEVELOPMENT PARTNERS
MILWAUKEE COUNTY**

CERTIFICATE OF GOOD FAITH EFFORTS

The intent of this certification is to document the good faith efforts implemented by the contract bidder/proposer in soliciting and utilizing DBE firms to meet DBE participation requirements. This certificate will assist Milwaukee County in determining whether the contract bidder/proposer has implemented comprehensive good faith efforts.

Failure to demonstrate good faith efforts to meet the assigned DBE participation requirements to the satisfaction of Milwaukee County could result in the rejection of the bid/proposal.

I, _____, do hereby acknowledge that I am the _____ of _____, who has been identified as a bidder/proposer on the following Milwaukee County Project:

Project No.	Project Title	Total Contract Amount	DBE Percentage	
			Goal	Pledged

Provide a brief summary on why you believe your firm is unable to meet the DBE participation goals on this project (Attach additional pages if necessary.)

I hereby certify that I have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract, as demonstrated by my responses to the following questions:

A. Identifying Contractible Work Items

Bidder/Proposer is encouraged to select portions of work to be contracted in a manner that will increase the likelihood of meeting DBE goals. In selecting work to be contracted, bidder/proposer will consider, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.

1. Which portion(s) or section(s) of the contract, in terms of the nature of work, was/were selected to be contracted to DBE firms (or broken down into economically feasible units to facilitate DBE participation)?

B. Notifying DBE Firms of Contracting Opportunities

2. In the table below, indicate which firms received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone solicitations. Please attach additional page(s) so that all companies contacted are listed. (Attach photocopies of all written solicitations to DBE firms to this certificate.)

Company Contacted	Date of Written Notification	DBE (Yes/No)	Date of Follow-up Telephone Call

3. Identify publications in which announcements or notifications were placed and published, if any. (Attach copies of proof of each announcement or notification.)

Published Announcement/Publication (please describe)	Date

4. Identify DBE associations or organizations that received written notifications, including dates of all notifications. Provide name of person and date of follow-up call. If no follow-up calls made, explain why not. (Attach copies of letters sent as proof of notification.)

DBE Association/Organization	Date of Notification	Contact Person	Date of Follow-Up Call

5. Were the services of Milwaukee County's Community Business Development Partners Department (CBDP) used to assist in the recruitment of DBE firms?

Yes _____ No _____

Contact was made by: Telephone _____ Correspondence _____

Date contacted: _____ Person Contacted: _____

C. Providing DBEs With Assistance

6. Explain any efforts undertaken to provide DBE firms with adequate information about project scope of work and requirements of the contract:

7. Describe any efforts undertaken to assist interested DBE firms in obtaining lines of credit or insurance required by Milwaukee County and/or the contractor/consultant:

8. Describe any other efforts initiated to provide special assistance to DBE firms interested in participating in the project.

D. Soliciting Proposal/Quotes From Interested DBE Firms

Bidder/Proposer must solicit quotes in good faith with interested DBE firms. Quotes, proposals and/or bids, from interested DBE firms shall not be rejected without sound justification.

9. Indicate in the table below which DBE firms submitted quotes on the contract. Also, if any DBE quotes were rejected, provide a brief explanation as to why. Please attach additional pages(s) if necessary.

Name/Address/Contact Person of DBE Firm	Work Quoted and Explanation for Rejecting Quotes

10. Other comments you want Milwaukee County to consider:

NOTE: The information requested as set forth above is the minimum information required by Milwaukee County's Community Business Development Partners Department (CBDP) and CBDP may request the contractor/consultant to submit information on certain other actions taken to secure DBE participation in an effort to meet the contract goal.

AFFIDAVIT OF CERTIFICATION

The undersigned, having been first duly sworn, affirms that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

Signed: _____

Authorized Representative

Subscribed and sworn to before me:

This _____ day of _____, 20 _____.

Notary Public

My commission expires _____, 20 _____.

ADDENDUM C

**DBE-02 SUBCONTRACTOR/SUBCONSULTANT/
SUPPLIER INFORMATION SHEET**

ADDENDUM D

**DBE-14 COMMITMENT TO CONTRACT WITH
DBE**



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

ADDITIONAL INFORMATION/REQUIREMENTS:

1. This form is to be completed by the bidder/proposer (Bidder/Proposer Commitment section) and the intended DBE contractor (DBE Affirmation section) for inclusion in the bid/proposal submission.
2. The Directory of Certified DBE firms eligible for credit toward the satisfaction of this project's DBE goal will be found at the following link, and can be searched by Name and/or NAICS code.
<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
3. **ALLOWANCES:** During the course of this project you will be using portions of the allowance, which was initially deducted from your contract when you figured out your DBE requirement. As the allowance is used on the project, it is to be added back into the total contract price. An exception would be if the allowance being used is such that the DBE(s) cannot handle any portion of the work, the total contract amount should remain the same. In this case, it is necessary for the prime contractor/consultant to contact CBDP immediately by phone and provide the dollar amount involved and the reasoning for DBEs not being utilized. In addition, a follow-up letter documenting the information is required.
4. **CHANGE ORDERS:** Any prime contractor/consultant receiving additional work on the contract, e.g., change orders, addendums, etc., is required to increase the amount of DBE participation proportionally. Any time you receive additional work of any type, the prime contractor/consultant is required to contact CBDP.
5. **WRITTEN CONTRACTS WITH DBEs:** CBDP requires that prime contractors/consultants enter into contract, directly or through subcontractors, with the DBE(s) specifying the work to be completed and the dollar amount as indicated in this form. Agreements must be submitted to CBDP within 7 days of receipt of the Notice To Proceed. *By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract.* **VIOLATION OF THE TERMS OF THIS AFFIDAVIT IS GROUNDS FOR TERMINATION OF YOUR CONTRACT.**
6. **SUBSTITUTIONS, DBEs FURTHER SUBCONTRACTING WORK, TRUCKING FIRMS:** The prime contractor/consultant must submit written notification of desire for substitution to the DBE affected, and forward a copy to CBDP, specifying the reason for the request. Any DBE so notified has five (5) business days to provide written objection/acceptance to the prime making the notification. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by CBDP (Refer to 49 CFR §26.53). Approval must be obtained from CBDP prior to making any substitutions. DBE contractors are also required to notify and obtain approval from CBDP when further subcontracting out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the commission or fee will be counted for DBE crediting.
7. **REQUESTS FOR PAYMENT:** Contractor/Consultant must indicate on the Continuation Sheet the work being performed by DBEs by either a) placing the word "DBE" behind the work item or b) breaking out the work done by DBEs at the end of the report. Prime contractor/consultant shall notify DBEs of the date on which they must submit their invoices for payment.
8. **DBE UTILIZATION REPORTS:** A DBE Utilization Report (DBE-16) must be submitted with each request for payment for the period's activity, even if no activity takes place during the period being reported. Payments will be withheld from all prime contractors/consultants not in compliance.

If you have any questions or concerns related to Milwaukee County's DBE Program, please contact
Mark Phillips / mark.phillips@milwauty.com / 414.278.5104

ADDENDUM E

DBE-16 DBE UTILIZATION REPORT

ADDENDUM F

DBE-18 PAYMENT CERTIFICATION FORM



COMMUNITY BUSINESS DEVELOPMENT PARTNERS
MILWAUKEE COUNTY

CONTRACT CLOSE-OUT
DBE PAYMENT CERTIFICATION

Prime Contractor/Consultant must attach this form to the request for final payment in order to receive payment.

County Department Issuing Contract/Project: _____

Prime Contractor/Consultant: _____

DBE Firm: _____

Project No.: _____ Project Name: _____

Complete Section A if full payment has been made.

Complete Section B if full payment will be made upon receipt of final payment from Milwaukee County.

***SECTION (A) DBE FIRM COMPLETES IF FINAL PAYMENT HAS BEEN RECEIVED**

I hereby certify that our firm received \$ _____ total payment for work on the above referenced Milwaukee County project or contract.

Date _____, 20____

 (DBE Contractor/Consultant Signature)

 (Print Name & Title)

***SECTION (B) BOTH PRIME CONTRACTOR/CONSULTANT AND DBE FIRM COMPLETE IF FULL PAYMENT HAS NOT BEEN MADE TO DBE FIRM AND A BALANCE REMAINS TO BE PAID.**

I hereby certify that our firm has paid to date a total of \$ _____ and will pay the balance of \$ _____ to _____ upon receipt of payment from Milwaukee County for work on the above referenced project or contract.

Date: _____, 20____

 (Prime Contractor/Consultant Signature)

 (Print Name & Title)

 (DBE Contractor/Consultant Signature)

 (Print Name & Title)