



Request for Proposals # 98160022

VoIP Telecommunications System Selection

Date Released: May 6, 2016

Date Due: June 10, 2016

Information Summary Sheet

Request For Proposal Title:	VoIP Telecommunications System Selection
Request For Proposal Number:	98160022
RFP Issuing Office:	Department of Information Systems
RFP Issue Date:	May 6, 2016
Pre-Proposal Meeting:	May 13, 2016
Pre-Proposal Meeting Location:	Sijan Room General Mitchell International Airport 5300 South Howell Avenue Milwaukee, WI 53207 *Park in the Hourly Parking Ramp. The Sijan Room is located in the Mitchell Gallery of Flight Museum located in the main level of the terminal.
Deadline for Receipt of Questions:	May 18, 2016
RFP Proposal Response Deadline:	June 10, 2016
Target for Vendor Selection Announcement:	September 15, 2016
Service Starting Date (Projected):	TBD
RFP Submission Location:	Milwaukee County Courthouse County Clerk's Office Room 105 901 N. 9 th Street Milwaukee, WI 53233
RFP Administrator:	Stephanie Gulizia Department of Administrative Services Procurement Division 633 W. Wisconsin Ave., Suite 901 Milwaukee, WI 53203 414-278-4129 Stephanie.Gulizia@milwaukeecountywi.gov



May 6, 2016

Re: REQUEST FOR PROPOSALS for a Telecommunications System

Dear Vendors:

Milwaukee County is currently accepting proposals for a new Telecommunications System. Milwaukee County may award the contract to a single contractor for the entire system. Specifications and RFP documents are available on the Milwaukee County Business Opportunity Portal at <http://county.milwaukee.gov/bop>.

***Milwaukee County
Information Management Services Division
633 W. Wisconsin Ave
Suite 1100
Milwaukee, WI 53203***

Proposal instructions are contained in Sections 3-4 of the Request for Proposals (RFP) document. Please provide the requested information in the prescribed written format. Failure to comply with the prescribed format may result in disqualification.

- There is a pre-proposal vendor conference scheduled for **1:00 p.m. CDT, Date, SijanRoom, General Mitchell International Airport, 5300 South Howell Avenue, Milwaukee, WI.** Vendors should RSVP to Stephanie Gulizia Stephanie.Gulizia@milwaukeecountywi.gov no later than 5:00p.m. on May 12, 2016 **Vendors are limited to three (3) attendees.**
- **Questions:** All questions must be submitted in writing to Stephanie.Gulizia@milwaukeecountywi.gov and received by **5:00 p.m. CDT, May 18, 2016.** Questions received after this deadline will not be accepted.
- **Proposals Due:** One (1) original, Eight (8) printed copies, and one (1) electronic copy on CD/Memory Stick of both the Technical Proposal and the Cost Proposal (in SEPARATE, SEALED ENVELOPES) must be received no later than **5:00 p.m. CDT, June 10, 2016.**

Thank you for your participation. We look forward to reviewing your Proposal.

Sincerely,

Milwaukee County

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1. Objectives and Process Schedule

1.1. Purpose

- 1.1.1. This information was developed in a format to facilitate the preparation of responses to this *Request for Proposals (RFP)* and the subsequent evaluation of those responses.
- 1.1.2. Because there are several vendors who provide the type of system that Milwaukee County desires, it is their desire to meet their future telecommunications needs through this competitive selection process. The requirements noted in this RFP are designed to assist in the selection of the vendor that best meets Milwaukee County's needs.

1.2. Objective

- 1.2.1. The objective of Milwaukee County is to acquire a new telecommunications system to serve the citizens and administrative operations of Milwaukee County.
- 1.2.2. Milwaukee County would like proposals for VoIP telephone systems. Vendors are encouraged to consider the following issues when deciding on their proposed solution:
 - 1.2.2.1. The existing telecommunications systems are no longer being manufactured, and have limited expansion capacity.
 - 1.2.2.2. The County is currently served by eight (8) independent telecommunications systems, with a network of TIE lines providing "on net" dialing to many County locations.
 - 1.2.2.3. The existing data network switching equipment is primarily POE or will be upgraded to POE independently and in advance of this procurement.
 - 1.2.2.4. The County will consider upgrading existing systems as an alternative, assuming that all RFP criteria are met.

1.3. This document contains the system specifications and the requested format for vendor proposals. If additional features or equipment are believed to be appropriate for Milwaukee County's operations, please quote them as options and include supporting justification and cost detail.

1.4. Milwaukee County reserves the right to the following:

- 1.4.1. Accept the Proposal that is, in its judgment, the best and most favorable to the interests of Milwaukee County,
- 1.4.2. To reject the low price Proposal,
- 1.4.3. To accept any item of any Proposal,
- 1.4.4. To reject any and all Proposals,
- 1.4.5. To waive irregularities and informalities in any Proposal submitted or in the *Request for Proposals* process.

1.5. General Process and Schedule

1.5.1. During the selection process, Milwaukee County will review the submitted Proposals and systems. Using subsequent interviews, demonstrations, reference checks, and site visits; Milwaukee County will then pick a final preferred vendor. Milwaukee County will negotiate final pricing and terms and conditions with the preferred vendor. *Table 1 – RFP Schedule* shows the current estimated schedule, as defined by Milwaukee County and can be changed at its discretion:

Table 1 – RFP Schedule

Estimated Selection Process Step	Date(s)
Release and Issuance of the <i>Request for Proposals</i> (RFP)	May 6, 2016
Pre-Proposal Vendor Conference	May 13, 2016 1:00p.m. CDT
Vendor Walk Through of Airport	May 13, 2016 <i>Immediately following Vendor Conference</i>
Final Date for Vendors to Submit Questions	May 18, 2016
Date for Publishing Answers to Vendors' Questions	May 25, 2016
Proposals Due	June 10, 2016
Vendor Demonstration Meetings	Week of June 27, 2016
Final Vendor Selection/Estimated Approval	By September 15, 2016
Implementation Start	TBD

1.6. Project Background

- 1.6.1. Milwaukee County serves nearly 1 million people in nineteen communities in southeast Wisconsin, and is committed to serving the cultural, human, recreational and social needs of the entire community. The County provides and oversees Combined Court Operations, Child Support Enforcement, Human Services, Public Safety, Public Works, Fleet Operations, Transportation, Parks, a Zoo, and an Airport.
- 1.6.2. The current telecommunications environment is comprised of a network of stand-alone PBX and hybrid key systems with some tie line connectivity for “on network” calling. Remote shelves are used to provide service to additional buildings or campuses across the County. The systems are equipped with a combination of analog, digital, and IP telephone sets. Carrier services are provided via PRIs with some analog lines installed for emergency backup.
- 1.6.3. The County’s ability to provide appropriate telecommunications functionality to its users is restricted by capacity, feature availability, and technology limitations of the current systems. The County will consider upgrade or replacement alternatives that meet the specifications herein.
- 1.6.4. The County’s intent is to obtain a system that will provide a reliable “single system” solution with high availability to all locations, with the exception of the Milwaukee County Transit System (MCTS) locations. ***MCTS will require a separate stand-alone system*** that will operate independently, but can still be connected to the County system via wide area network, utilizing a coordinated dial plan, feature transparency, and on network calling with the main County system. General system feature and functionality for MCTS must adhere to those described for the rest of the County. However, application-specific requirements and system configuration details for MCTS will be provided separately in this document. Vendor pricing must be provided separately for the two systems.
- 1.6.5. A number of County departments and sites operate 24x7x365, therefore high availability, reliability, and redundancy are critical to a selected solution.
- 1.6.6. Implementation of the selected solution will be phased to accommodate the immediate needs, size, and complexity of the County. Implementation is anticipated to take 12-18 months to complete. Funding for this project will be appropriated over a 2 year period of 2016-2017. The County expects to upgrade or replace some cabling as necessary, and will address those requirements outside of the scope of this RFP.

- 1.6.7. With this implementation, the County will be transitioning carrier services from ISDN PRI to SIP. It is the intent of the County that this process will also include introduction of a Countywide coordinated dial plan; potentially assigning new phone numbers throughout all or portions of the County. Procurement of carrier services will be coordinated by the County separately but in conjunction with this project. MCTS will not transition to SIP trunking at this time, and will retain ISDN PRI trunking"; however, proposed systems must not exclude the possibility of MCTS using SIP trunking for supplemental capacity, and/or failover capability in case of PRI failures.
- 1.6.8. The County requires complete transparency to users during the implementation process. The ability to utilize the existing Tie line dialing network or to provide like functionality throughout the implementation process is essential. Users must be able to continue to dial and transfer calls to other County provided telephone stations without introducing additional steps to accomplish this. Any additional charges to provide this transitional functionality must be included in the overall cost of the proposed solution.
- 1.6.9. The system will interface with various existing third party systems or applications, such as call recording, emergency dispatch, external paging, and IVRs. Currently analog interfaces are used. In some cases, these interfaces can be migrated to IP, however a number of applications will continue to use analog interfaces.
- 1.6.10. Vendors should assume that the County's data network will support VoIP, and therefore additional switching equipment will not be part of this procurement. The County will also address Uninterruptible Power Supply needs in a separate procurement.

2. Evaluation Criteria

2.1. Evaluation Criteria

- 2.1.1. All proposals will be evaluated using the general evaluation criteria and weighted values (in percent) shown in *Table 2 – Evaluation Criteria*.

Table 2 – Evaluation Criteria

Evaluation Criteria	%
Purchase Price	15%
Life Span Cost (5 Year)	15%
Deployment Approach	15%
Direct Experience in Upgrade or Deployment of the proposed system for similar station and location size customer	10%
Service and Support	15%
Manufacturer Stability and Future Direction	5%
Station Type Deployment Flexibility	5%
In-House Managability	5%
General System Complexity	5%
Technical System Functionality	10%

- 2.1.2. The evaluation process will consist of review and evaluation of proposals received by a team consisting of County personnel and consultants.
- 2.1.3. Project Cost will be evaluated based on initial purchase and installation price and total cost of ownership over five years.

3. Proposal Instructions

This section outlines the information that must be included in the Proposal. Vendors should review this list to ensure that their Proposals include all requested information prior to submission.

3.1. General Proposal Instructions & Due Dates

- 3.1.1. **Vendor’s Meeting** will take place at 1:00 p.m. on Friday, May 13, 2016. All vendors wishing to provide a proposal are encouraged to attend this meeting. Vendor organizations are limited to three attendees, and must confirm intent to attend via email no later than 5:00 p.m. on May 12, 2016, to the RFP administrator, Stephanie Gulizia at Stephanie.Gulizia@milwaukeecountywi.gov.

- 3.1.2. The pre-proposal conference will be held at the date, time, and location provided on the Information Summary Sheet. The purpose of this meeting will be to discuss with prospective proposers the work to be performed and to allow them to ask questions arising from their review of the RFP. The pre-proposal meeting is for information only. Any answers furnished will not be official until verified in writing by RFP Administrator. Answers that change or substantially clarify the RFP will be affirmed in writing and posted on the website via an addendum. The pre-proposal meeting will be the proposers' only opportunity to personally address questions concerning this RFP. Milwaukee County encourages participation at the pre-proposal conference of prime subcontractors.
- 3.1.2.1. A walk through of the airport and airport facilities will immediately follow the vendor's meeting on May 13, 2016.
- 3.1.3. During the pre-proposal conference, attendees may request clarification of any section of the RFP and ask any other relevant questions relating to the RFP.
- 3.1.4. Proposers are encouraged to submit written questions via e-mail, for possible response at the pre-proposal conference to RFP Contact/Administrator (date and time provided in the Information Summary Sheet) to enable Milwaukee County to formulate its oral response provided at the conference. No oral or written responses will be given prior to the mandatory pre-proposal conference. Again, any responses provided to questions during the pre-proposal conference and site inspections will be considered drafts, and will be non-binding.
- 3.1.5. Remarks and explanations at the conference shall not qualify the terms of the solicitation; and terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. Milwaukee County at its sole discretion reserved the right to answer or not answer questions submitted to by deadlines.
- 3.1.6. **Questions:** All questions should be directed to the County using e-mail to Stephanie.Gulizia@milwaukeecountywi.gov no later than 5:00 p.m. CDT, May 18, 2016. Questions received after this deadline will not be **accepted**. Stephanie Gulizia is the RFP administrator of this project. Any and all correspondence must be directed to her at Stephanie.
- 3.1.7. **Answers to submitted questions** will be provided to all vendors that have confirmed their intent to propose on **May 25, 2016**.
- 3.1.8. Printed Proposals Due: One (1) original, eight (8) printed copies, and one (1) electronic version on a CD/Memory Stick in Word or PDF format **OF BOTH THE TECHNICAL PROPOSAL AND THE COST PROPOSAL (Section 11)** must be received **no later than 5:00 p.m. CDT, June 10, 2016**, addressed to:

**Telecommunications System Selection
Milwaukee County Clerk
Courthouse, Room 105
901 North Ninth Street
Milwaukee, WI 53233**

- 3.1.9. **COST PROPOSALS (SECTION 11) MUST BE SUBMITTED IN SEPARATE, SEALED ENVELOPES AND CLEARLY MARKED AS COST PROPOSALS. NO COST INFORMATION SHOULD BE INCLUDED ANYWHERE IN THE TECHNICAL PROPOSAL.**
- 3.1.10. Requests for extension of the submission date will not be granted unless deemed in the best interests of Milwaukee County. Vendors submitting Proposals should allow for normal mail or delivery time to ensure timely receipt of their Proposal.
- 3.2. Proposal Format
 - 3.2.1. Proposals should follow the Request for Proposals format provided in Section 4.
 - 3.2.2. Please include a Table of Contents at the beginning of the Proposal clearly outlining the contents of each section.
 - 3.2.3. Please provide the following sections, as a minimum:
 - 3.2.3.1. Understanding of Project Objectives
 - 3.2.3.2. Response to Telecom System Specifications
 - 3.2.3.3. Disclosures and Contractual Requirements
 - 3.2.3.4. Appendices
 - 3.2.3.5. All Proposals must be signed by a duly authorized official representing the vendor
 - 3.2.4. Only written communication from Milwaukee County may be considered binding. Milwaukee County reserves the right to terminate the selection process at any time and to reject any or all Proposals. The contract will be awarded to the vendor whose overall Proposal best meets the requirements of Milwaukee County.
 - 3.2.5. Milwaukee County shall not be liable for any pre-contract costs incurred by interested vendors participating in the selection process.
 - 3.2.6. The contents of each vendor's Proposal to Milwaukee County, including technical specifications for hardware and software and software maintenance fees, shall remain valid for a minimum of 120 calendar days from the Proposal due date.
 - 3.2.7. Vendors should provide copies of all sample contracts for application software and software support. Please note that all contracts are subject to negotiation.
 - 3.2.8. Milwaukee County will require the vendor selected to agree to include the contents of this Request for Proposals and all representations, warranties, and commitments in the Proposal and related correspondences as contractual obligations when developing final written contracts for services, equipment, and software.

4. Telecom System Specifications

- 4.1. Telecommunications System RFP Specifications and Proposal Requirements
 - 4.1.1. This section of the RFP contains the specifications and details regarding Milwaukee County's Telecommunications system requirements.
- 4.2. General Instructions
 - 4.2.1. Written proposals are required by Milwaukee County for a state-of-the-art telecommunications system as described in the sections below.
 - 4.2.1.1. The proposal, estimated to be awarded *Third Quarter, 2016*, will be confirmed by a purchase order issued to the successful vendor. The County will appropriate funding for this project over a 2 year time frame. The purchase order will only be issued for the amount of the 2016 appropriated funding, with a second purchase order issued to complete the project in 2017 pending budgetary appropriation.
 - 4.2.1.2. The proposal will be awarded based on the overall proposal and in the best interests of Milwaukee County. Prices should be shown for each line item. Milwaukee County reserves the right to accept the Proposal that is, in its judgment, the best and most favorable to the interests of Milwaukee County, to reject the low price Proposal, to accept any item of any Proposal, to reject any and all Proposals, and to waive irregularities and informalities in any Proposal submitted or in the *Request for Proposals* process.
 - 4.2.1.3. Equipment must be new and fully eligible for manufacturer's warranty. F.O.B. inside delivery at designated County locations.
 - 4.2.1.4. Freight should be included in the unit price. Inside delivery to Milwaukee County. Pallets must be broken down and boxes disposed of by the selected vendor.
 - 4.2.1.5. Milwaukee County must comply with Wisconsin Open Records. Milwaukee County cannot represent or guarantee that any information submitted in response to the RFP will be confidential.
 - 4.2.1.6. The proposal shall constitute a binding offer to sell the above-noted product(s) to Milwaukee County and may not be withdrawn once Milwaukee County has awarded the contract to the successful vendor.

5. Instructions to Proposers

5.1. General Instructions

- 5.1.1. Milwaukee County (the County) is seeking a state-of-the-art, highly reliable telecommunications system that will provide enhanced features and provide the County with superior service at a reasonable cost. The County is also seeking a separate standalone system for the Milwaukee County Transit System (MCTS).
- 5.1.2. Any proposal for a new telecommunications system must provide survivability or survivable remote technology for all locations from the primary County telecommunications system.

5.2. System Proposals

- 5.2.1. Under this procurement, the County will accept proposals for replacement equipment for the locations mentioned in this document.
- 5.2.2. Please list each location separately in your proposal showing proposed equipment and costs.
- 5.2.3. Vendors must propose industry standard Voice over Internet Protocol (VoIP) systems. The system is to provide the following high-level features and applications:
 - 5.2.3.1. Capable of providing a high availability solution for all County locations. The systems must function as if they were one.
 - 5.2.3.2. Capable of supporting SIP services for inbound and outbound Public Switched Telephone Network (PSTN) services. MCTS system proposal must also support ISDN PRI services for PSTN trunking.
 - 5.2.3.3. Capable of supporting analog PSTN services.
 - 5.2.3.4. Capable of providing shared access to local inbound and outbound and long distance inbound and outbound services provided by carriers selected by the County.
 - 5.2.3.5. Capable of providing a single centralized voice mail system accessible to serve all users.
 - 5.2.3.6. Capable of providing unified messaging services.
 - 5.2.3.7. Capable of providing analog telephone station, fax, modem, and overhead voice paging connectivity.
 - 5.2.3.8. Capable of providing auto-dial functionality for analog devices used for public safety phones, such as elevators or call boxes.
 - 5.2.3.9. Capable of providing auto-attendant and dial-directory functionality for all locations.
 - 5.2.3.10. Please provide information regarding the proposed system potentially operating in a virtual environment using VMware.

- 5.2.3.11. Vendors should assume that the County will have PoE switching equipment in place for this implementation. Vendors should also assume that the County will be installing and upgrading the cable as needed in County buildings.
- 5.2.3.12. Capable of providing the hardware and software tools necessary to allow effective management of all communications systems from any location on the network.
- 5.2.3.13. The County is also seeking maintenance and ongoing enhancement and other support services from the selected provider; however, the County wishes to manage the day-to-day adds, moves, and changes internally. The County may wish to manage the system remotely, please describe how this application would work and how you would address security.
- 5.2.3.14. The MCTS standalone system must be able to be administered with no loss of functionality even if connectivity to the County network is lost.

5.3. Configuration

- 5.3.1. This specification section provides further sizing, component, feature and function specifications necessary for the proposer to develop system pricing that must be detailed in Section 11. However, all proposers should note the following:
 - 5.3.1.1. The component quantities detailed in Sections 2 and 3 are not necessarily the final quantities the County will purchase. Exact quantities may increase or decrease subsequent to the release of this document.
 - 5.3.1.2. While the pricing information provided in response to Section 11 will be used to evaluate the various proposals received, the County will not enter into a contract for those quantities upon contract award, however the detailed component pricing must be valid for 120 days from date of the proposal. Component price decreases are acceptable, but price increases will not be allowed.
 - 5.3.1.3. After the contract is awarded by the County to the successful vendor, the selected vendor must conduct a thorough and complete on-site station review. This station review process will identify the following:
 - 5.3.1.3.1. The type and quantity of all telephone stations, by the County location, to be installed for the County users during the implementation process.
 - 5.3.1.3.2. The telephone station programming, by user, including, but not limited to, telephone numbering, programmed features, call flow, recordings, detailed automated attendant operation, and voice mail capability.

5.3.1.3.3. Detailed voice system security plan that addresses the liabilities of the proposed system. Each system may require different protection measures; it is our expectation that the selected vendor will provide recommendations regarding protection of this system in the County's environment.

5.3.1.3.4. The PSTN network interface information by customer location to provide for local, long distance, E911, and intra-organization calling.

5.3.1.4. The information developed through the station review process will be provided to the County both electronically and in hard copy. The selected vendor will detail the design to the County and gain the County's acceptance before proceeding. Phased implementation will follow.

5.3.1.5. The County will not be responsible for any equipment order placed by the vendor prior to the completion and acceptance of the station review process.

5.4. Intent of Request for Proposal

5.4.1. The primary intent of this document is to provide the vendor with a reference point to design a complete telecommunications system that will satisfy the objectives of the County. The specifications provided herein are intended to facilitate the communications of the requirements of the County and are to be considered as the minimum requirements. These system details do not relieve the vendor of any responsibility for providing a technically and operationally workable system.

5.5. Format of Response

5.5.1. The proposal should follow the same outline as this Section of the RFP. Thus, each numbered section starting at the beginning should have an appropriate response such as "read, understood, and included," or the pertinent information requested.

5.5.2. The proposer should address each point listed in the document directly below the numbered point. In this way, the County will be able to discuss the specific information requested and review the specific response without a cumbersome matching process. This includes all sections and points in this RFP.

5.6. Vendor Company Information

5.6.1. Please provide a description of your company background to include the following:

5.6.1.1. Company financial statements

5.6.1.2. Age of company

5.6.1.3. Length of time in the telecom industry

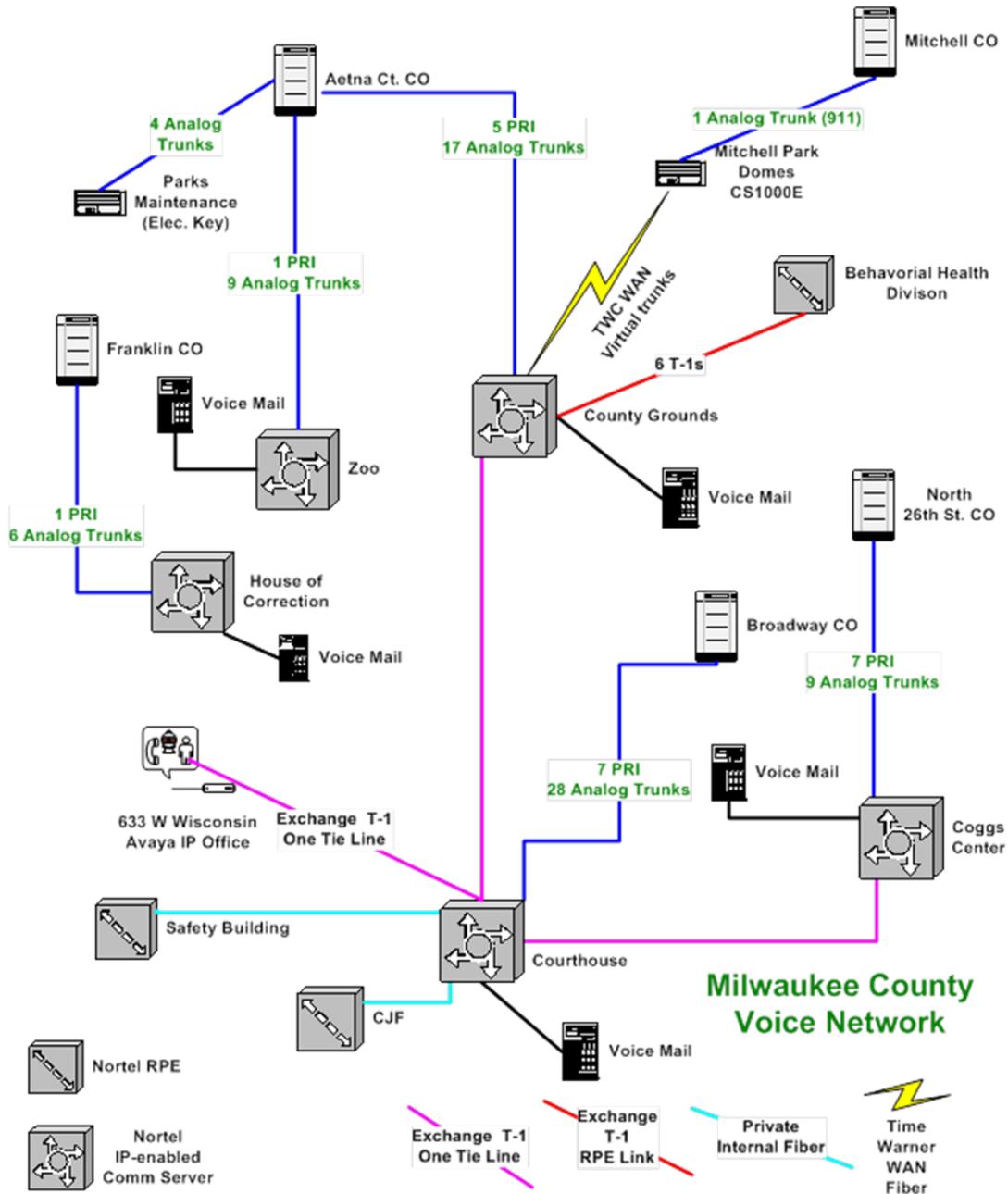
5.6.1.4. Company ownership

- 5.6.1.5. Relationship with the proposed system's manufacturer
- 5.6.1.6. Number of employees
- 5.6.1.7. Number of office locations
- 5.6.1.8. Address of the nearest location to the County
- 5.6.1.9. Address of your local office responding to the RFP
- 5.6.1.10. Specific company representative assigned to be our contact, including name, address, phone, fax and email
- 5.6.1.11. Has your company experienced a workforce reduction in the past 5 years?

6.2. County Voice Network

6.2.1. The existing voice arrangement consists of stand-alone PBXs with some remote shelves connected via a network of TIE lines used for “on-network” dialing. See *Figure 4 – County Voice Network*.

Figure 4 – County Voice Network



6.2.2. The County will use the existing data network to carry VoIP to all County locations.

6.2.3. It is anticipated that SIP will replace the PRIs at the corresponding locations in order to achieve redundancy and failover of network services. TIE lines will be eliminated.

- 6.2.4. The current PBX network for the County, PBX types, and Software Versions with locations supported off of each is shown in *Table 5 – County PBX Network Detail*.

Table 5 – County PBX Network Detail

Location and Type of PBX	Buildings Served	Address
Children's Court		
Communications Server 1000M MG/CP PIV	Children's Court	10201 W. Watertown Plank Rd, Wauwatosa
Version 3621	Mental Health Complex	9455 W. Watertown Plank Rd, Wauwatosa
Release 5 Issue 50J	Parks Administration	9280 W. Watertown Plank Rd, Wauwatosa
	Fleet Maintenance	10320 W. Watertown Plank Rd, Wauwatosa
	Patrol/Highway	10320 W. Watertown Plank Rd, Wauwatosa
	Transportation	10320 W. Watertown Plank Rd, Wauwatosa
	Facilities	10930 W. Lapham, West Allis
Domes		
Communications Server 1000E	Domes	524 S. Layton Blvd, Milwaukee
Parks Maintenance		
Norstar	Parks Maintenance	1150 N. 68 th St, Milwaukee
Courthouse		
Communications Server 1000M MG/CP PIV	Courthouse	901 N. 9th Street, Milwaukee
Version 3621	Safety Building	821 W. State Street, Milwaukee
Release 4 Issue 50W	CJF	949 N. 9th Street, Milwaukee
	Housing	600 W. Walnut Street, Suite 100, Milwaukee
	City Data Center	809 N. Broadway, Milwaukee
633 Building		
Avaya IP Office 500 v2	633 Building	633 W. Wisconsin Ave, Milwaukee
Firmware: 9.0.5.0 build 972		
Marcia P. Coggs Center		
Communications Server 1000M MG/CP PIV	Marcia P. Coggs Center	1220 W. Vliet Street, Milwaukee
Version 3621		
Release 5 Issue 00W		
House of Corrections		
Call Server	House of Corrections	8885 S. 68th Street, Franklin
Version 2121	Training Academy	9225 S. 68th Street, Franklin
Release 4 Issue 50W		
Zoo		
Call Server	Zoo	10001 W. Bluemound Rd., Wauwatosa
Version 2121		
Release 4 Issue 50W		
Botanical Gardens		
	Botanical Gardens	9400 Boener Drive, Hales Corners
Airport		
	Airport	5300 South Howell Avenue, Milwaukee

- 6.2.5. The current station sets and trunking in use by County PBXs and supported location are shown in *Table 6 – County PBX Station Sets and Trunking*.

Table 6 – County PBX Station Sets and Trunking

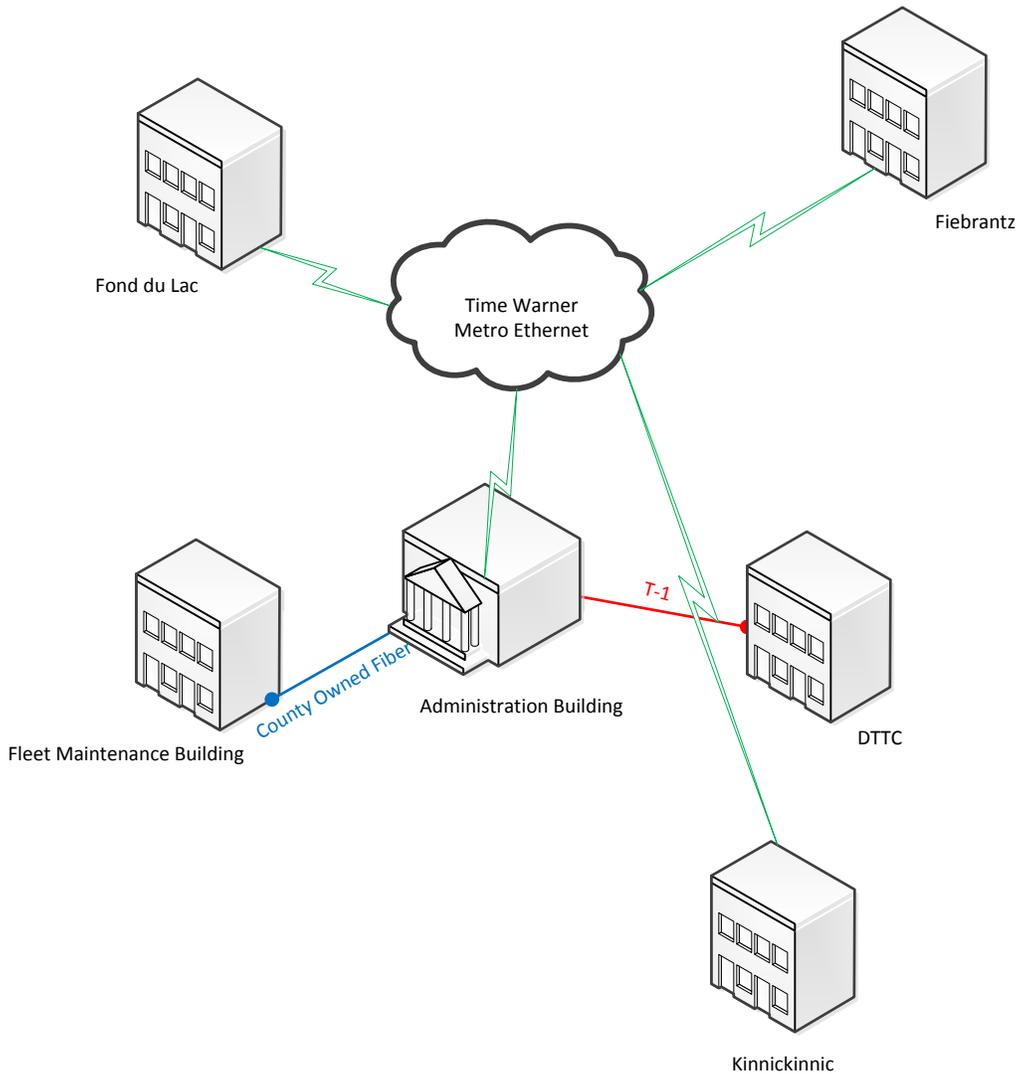
Buildings Served	# Set Types in Use					Carrier Services Installed			
	IP	Digital	Analog	Fax	Conf	Voice Mail Ports	PRI	TIE	Analog
Children's Court PBX	184	510	1041	67	24	32	4	24	15
Children's Court Bldg.	1	166	396	15	2				
Mental Health Complex		344	645	34	11				
Parks Administration	74			7					
Fleet Maintenance									
Patrol/Highway	80			10	7				
Transportation									
Facilities	24			1	1				
Zoo	5								
Domes	22			3	0			10	1
Zoo PBX	8	48	193			4	1		9
Courthouse PBX	46	1178	1385	99	4	68	7	48	31
Courthouse	1	796	555	58	3				
Safety Building	2	265	472	22	0				
CJF		117	358	17	0				
Housing	35			2	1				
Training Academy	4								
Coggs	1								
City Data Center	3								
633 Building PBX	192			12	8				
Marcia P. Coggs PBX		270	513	53	4	60	7	24	1
House of Corrections PBX		125	286	18	4	12	1		6
House of Corrections		101	258	16	2				
Training Academy		24	28	2	2				
Parks Maintenance		20							
Botanical Gardens		48		9	1		1		2
Airport PBX	71	112	165			8	3		
Terminal									
Administration/Terminal									
Maintenance									
Operations									
Public and secure other									
MKE Business Park									
Backup Data Center									
ARFF Administration									
ARFF Training Facility									
Timmerman Field									
Fleet South Airfield									
Firehouse									
Security									
Power house									
International Arrivals Building									
Data Center Building									
Parking									
Cargo Facilities									

- 6.2.6. The selected vendor is responsible for validating station types and quantities per building during the station review process.

6.3. MCTS Data and Voice Network

6.3.1. Milwaukee County Transit System wishes to implement a VoIP system over their existing data network. *Figure 7 – Current Data Network* shows the current arrangement:

Figure 7 – Current Data Network



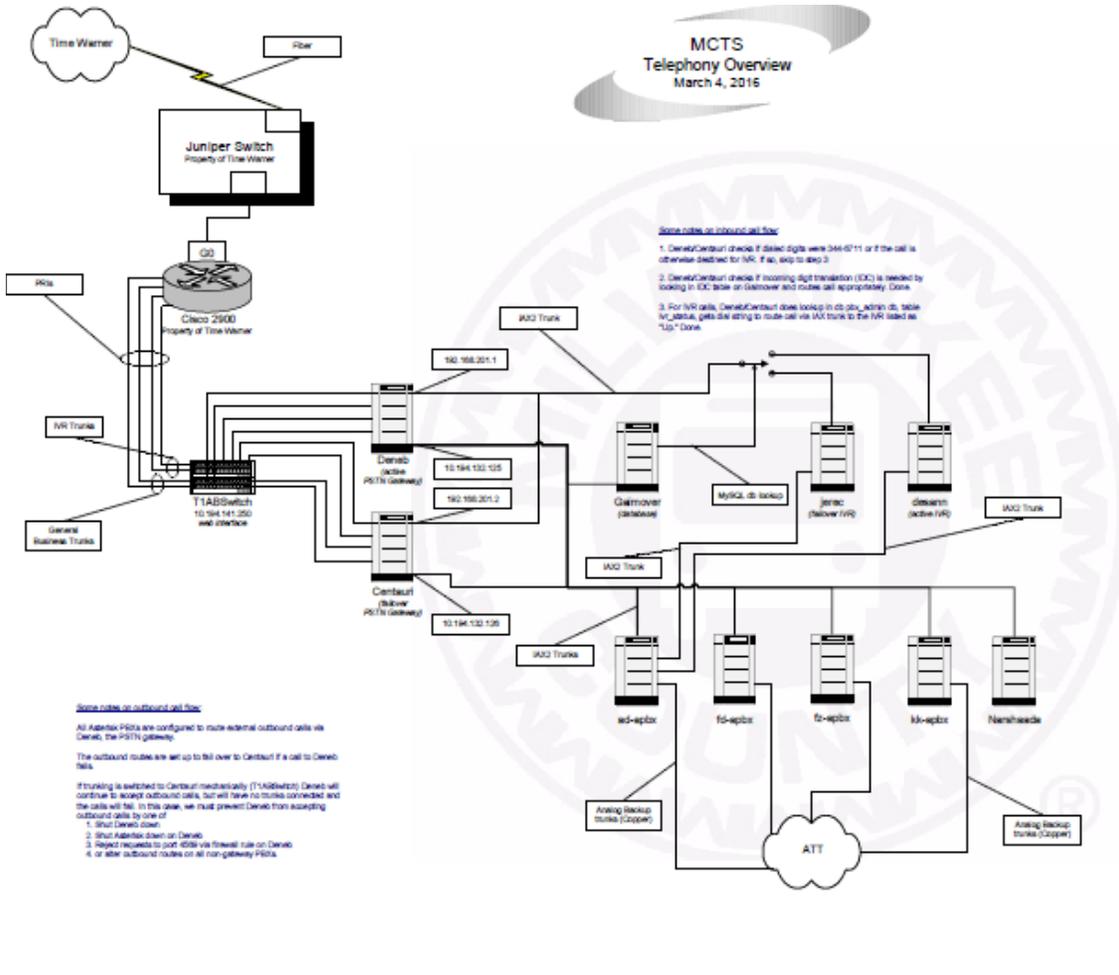
6.3.1.1. The MCTS Administration building and Fleet Maintenance building are connected via fiber.

6.3.1.2. DTTC is connected to Administration via point to point T1

6.3.1.3. Fond du Lac, Fiebrantz, and Kinnickinnic are connected via Time Warner Metro Ethernet service.

6.3.2. MCTS currently has 4 separate PBX systems, utilizing a physical star topology, as shown in *Figure 8 – MCTS Configuration*.

Figure 8 – MCTS Configuration



6.3.2.1. The PRI connections located at the Administrative site provides in and outbound services for all locations. Analog business lines are connected at each location for backup in the event of a PRI failure.

6.3.2.2. Each PBX can logically communicate independently across our topology without the need for the Administrative PBX. The selected solution must be able to continue to operate in the same capacity, including automatic fail-over.

6.3.3. The current PBX network for the County, PBX types, and Software Versions with locations supported off of each is shown in *Table 9 – Current PBX Network Detail*.

Table 9 – Current PBX Network Detail

Location and Type of PBX	Buildings Served	Address
Milwaukee County Transit Administration		
Asterisk 1.8.7.0 with PSTN gateways running Asterisk 13.3.2	Administration	1942 North 17th Street, Milwaukee
Part of Administration building network; physically connected via 100-pair copper, and fiber	Fleet Maintenance	1525 W. Vine, Milwaukee
Part of Administration building network	DTTC	909 E. Michigan, Milwaukee
FDL - Asterisk 1.4.21.2	FDL	3201 W. Fond du Lac / 2932 N. 35 th Street
FBZ - Asterisk 1.4.21.2	FBZ	1900 W. Fiebrantz, Milwaukee
KK - Asterisk 1.4.21.2	KK	1718 S. Kinnickinnic, Milwaukee

6.3.4. The current station sets and trunking in use by PBX and supported location are shown in *Table 10 – Current PBX Station Sets and Trunking*.

Table 10 – Current PBX Station Sets and Trunking

Buildings Served	# Set Types in Use					Carrier Services Installed		
	IP	Digital	Analog	Analog Rugged	Voicemail ports	PRI	SIP	Analog
MCTS	39	207	85	43	Unlimited	4	4	21
Administration	39	160	45			4	4	12
DTTC	0	0	4			0	1	0
FDL	0	18	14	17		0	1	3
FBZ	0	14	10	13		0	1	3
KK	0	15	12	13		0	1	3

7. Voice Requirements

7.1. System Locations – Overview

- 7.1.1. The County is replacing or upgrading its existing telephone systems at the locations detailed in Table 5. The MCTS location details are included in Table 9.

7.2. Under this procurement the County will accept proposals for a VoIP solution from any manufacturer capable of meeting both the voice and data communications requirements detailed in this proposal.

7.3. System Configuration

- 7.3.1. Voice communications services today for the facilities are primarily provided through analog and PRI service with T1 TIE line connectivity between PBXs. The County anticipates transitioning to a VoIP network using SIP for in and outbound calling.

- 7.3.2. The County will retain one PRI for faxing.

7.4. Redundant Operation

- 7.4.1. The proposed system must be designed to provide the ability to terminate SIP in 3 or more County locations. The system should be designed to provide the County with redundant operations with *all three processors operating in an active-active mode*. In the event of a failure of a call processor, all calls on the system must be maintained in the current state, including calls connected to a station, calls on hold or in queue, and calls connected to voicemail. Describe how a processor failure will impact in-process contact center and unified communications calls or contacts.

- 7.4.1.1. Prior to system acceptance, the winning vendor must complete comprehensive testing and demonstrate that the system meets all resiliency conditions listed in 7.4.1.

- 7.4.1.2. The Airport has a primary and secondary data center, and the system must provide for complete failover between these two locations on the Airport campus.

- 7.4.2. In the event of a WAN failure, the system must provide survivable remote service utilizing analog lines as back up.

7.5. System Configuration – Quantities for Purposes of the RFP

7.5.1. The proposed system must be configured to provide the quantities detailed in *Table 11 - County Telecommunications Requirements*.

Table 11 - County Telecommunications Requirements

Buildings Served	Type 1	Type 2	Type 3	Type 4	Type 5	Type 6	Type 7	ACD Seats	SIP Call Paths	PRI Trunks	Analog Trunks
Children's Court	30	10	1	494	2	2		30	250		4
Mental Health Complex	38	12		1226	2	11		40			4
Parks Administration	5			74	1	3		10			1
Fleet Maintenance	10	5		80		7					2
Patrol/Highway											
Transportation											
Facilities	1	8		24		1					1
Domes	4			34							1
Courthouse	64	2		1335	4	3		100	250	1	4
Safety Building	25			737							2
CJF	20	4		475							2
Housing	2			55		1					1
City Data Center				3				3			
633 Building	12			196		8					2
Marcia P. Coggs Building	49	1		783		4		80			2
House of Corrections	28	3	2	370		2		10			2
Training Academy	3	3		60		8					1
Parks Maintenance				20							1
Zoo	12	10	20	220				15			2
Botanical Gardens	9	2	1	48							
Airport	40			280	30			25	250		8
Terminal Building											4
Parking Structure											2
Business Park											2
Fire Station											2
Total	352	60	24	6494	39	50		313	750	1	50

7.5.2. The proposed system must be configured to provide the quantities detailed in *Table 12 - MCTS Telecommunications Requirements*.

Table 12 - MCTS Telecommunications Requirements

Buildings Served	Type 1	Type 2	Type 3	Type 4	Type 5	Type 6	Type 7	ACD Seats	PRI Trunks	Analog Trunks
Admin and Fleet Maintenance	45			160	15	2	21	65	4	15
DTTC	4			0						
FDL	14	17		18	3		3			3
FBZ	10	13		14	3		3			3
KK	12	13		15	3		3			3

7.6. Telephone station requirements

- 7.6.1. While the majority of station sets across the County will be located in traditional office spaces, the County's requirements also include station sets that will withstand harsher environments such as the Zoo and Airport, and ruggedized phones for areas in the Corrections and Behavioral Health departments.
- 7.6.1.1. Type 1 – A single-line analog station ports or instruments. Ports will terminate in existing Elevators, Fax Machines, etc.
 - 7.6.1.2. Type 2 – Ruggedized phones –a single line station set that will be utilized in certain areas of the Correctional facility and the Behavioral Health facility
 - 7.6.1.3. Type 3 – External Phone – a single line station set that will be used primarily at the Zoo in areas where environmental factors such as heat, cold, and moisture must be considered.
 - 7.6.1.4. Type 4 - A minimum of 5-lines and display plus 8 programmable features, plus fixed or flexible feature keys for message retrieval, conference, forward, transfer and hold capabilities, message waiting notification, headset connectivity, a multi-line display, and a speakerphone.
 - 7.6.1.5. Type 5 – Side Cars – Provide Busy Lamp Field (BLF) and Direct Station Selector (DSS) functionality.
 - 7.6.1.6. Type 6 – Conference Room Station. High quality speaker phone designed to provide communication services in conference rooms of various sizes throughout the County locations.
 - 7.6.1.7. Type 7 – Wireless Phone – a phone that will use the wireless data network for connectivity throughout the buildings. The phones must be capable of utilizing system features such as message retrieval, conference, forward, call transfer and hold, and message waiting notification.
 - 7.6.1.8. Telephone sets must be provided with both LAN and PC ports, both 10/100/1000 capable.
 - 7.6.1.9. Section 11 will require pricing on all models of currently available station equipment.
 - 7.6.1.10. Please provide detailed description of the digital displays included with the proposed station hardware. Specifically, we are interested in station sets that provide easily viewable displays with contrasting shades or colors for easy viewing. Provide the dimensions and resolution of the displays for proposed telephone sets.

- 7.6.1.11. Wired and Wireless Headset Tools – Please provide the operational details and cost for both a wired and wireless headset solution to potentially be deployed in various departments in the County. Please describe the headset's functionality as it relates to providing the ability to answer calls, place callers on hold, and transfer calls using controls on the headset itself. Please include the cost of this item as an option.
- 7.6.1.12. Cordless Handset – The County is interested in the potential use of telephones that can provide DECT cordless handset mobility. Please describe the capability and whether the proposed system can provide this capability. Please include the cost of this item as an option.
- 7.6.1.13. Wireless Handset – The Airport and MCTS requires wireless handsets that will work throughout the buildings using the MCTS wireless data network. The handset must be capable of functioning with the same extension and functionality within any of the MCTS buildings, as users work in multiple buildings

7.7. PSTN Trunking Requirements

- 7.7.1. The proposed system must allow SIP circuits to terminate directly into proposed equipment. The intent is to utilize SIP as the primary inbound / outbound local service facility. The quantities and locations of SIP terminations are detailed in Table 11.
 - 7.7.1.1. MCTS will use Primary Rate Interface as the primary inbound / outbound local service facility. The quantities of PRI terminations are detailed in Table 12.
- 7.7.2. The systems must be configured to provide analog trunking, as detailed by location in Tables 11 and 12. The analog trunks will provide back-up connectivity in the event of a SIP or WAN failure. The analog trunks, regardless of their location, must be able to work interactively with the SIP services such that the analog facilities are part of the normal inbound/outbound traffic pattern.
- 7.7.3. Each location as indicated in Table 11 will have additional analog facilities to provide PSTN access in the event of a SIP, WAN, call processor, router, or any other hardware or software failure of the system. The County is only interested in systems that can provide survivability using these lines.
- 7.7.4. The County may use a secondary Ethernet network to provide survivability. Proposed gateways should accommodate this connection.
- 7.7.5. In a VoIP environment, please describe the operational impact on the attached PC if any one of the proposed telephone sets would fail.
 - 7.7.5.1. What impact would this have on the network connection through the telephone set to a PC?

7.7.5.2. If the telephone set loses power, would there be an impact on an attached PC, given the County's current PC environment?

7.7.5.3. After a telephone set failure, please describe the restart process of telephone set.

7.8. Existing Peripheral Devices/Systems

7.8.1. The County has a number of peripheral devices or systems connected to the existing PBX, such as call recording, paging, and IVR. The types of devices and current interfaces are listed in *Table 13 – Current Peripheral Interfaces*.

Table 13 – Current Peripheral Interfaces

Buildings Served	External Page Access (analog interface)	Application	Current Interface
Children's Court	1		
Mental Health Complex	1		
Parks Administration	1		
Fleet Maintenance	1		
Facilities	1		
Domes	1		
Courthouse	1		
Safety Building	1		
		Nice NRX Call Recording	72 analog ports
		Nice NRX Call Recording	24 digital ports
CJF	1		
Marcia P. Coggs Building	1		
House of Corrections	1		
Training Academy	1		
Botanical Gardens	1		
Airport	2		
		CVDS Call Recording	analog ports
		Parking Monitoring System	Approximately 30 call boxes
Administration	n/a	IVRs, ACD Queues, Call Recording	Numerous SIP interfaces
Fleet Maintenance		Overhead Paging (3 zones)	1 - SIP-to-Analog gateway
DTTC		N/A	N/A
FDL		Call Recording	1 - SIP
FDL		Overhead Paging	1 - SIP-to-Analog gateway
FBZ		Call Recording	1 - SIP
FBZ		Overhead Paging	1 - SIP-to-Analog gateway
KK		Call Recording,	1 - SIP
KK		Overhead Paging	1 - SIP-to-Analog gateway

7.9. Required Features

- 7.9.1. The County requires the proposed system to provide the following required features. For each feature listed, indicate if the feature is “standard” or “optional”. In a table, please provide a separate, detailed itemization of any feature listed as “optional” and the price to provide the feature. Also, include any feature indicated as “optional” in the itemized pricing in Section 11, Table 19. The feature descriptions are intentionally generic. If the proposed system is incapable of providing a specific functionality as described, provide a detailed explanation on any alternatives available in the proposed system to provide similar functionality.
- 7.9.1.1. Abbreviated Dial with Off-Hook Indications - Capability to have a visual indication of the off-hook condition of another station and then automatically dial that station through the depression of an associated key.
 - 7.9.1.2. Account Codes
 - 7.9.1.3. Attendant Camp-on
 - 7.9.1.4. Attendant Console Silent button
 - 7.9.1.5. Automatic Attendant Recall – Describe the options available to the County.
 - 7.9.1.6. Automatic Call Back - Describe the trunking application of this service. Will auto-callback queue for a trunk group? Must all callers accessing the trunk group be offered callback queuing?
 - 7.9.1.7. Automatic Hold – On a multi-line telephone, when a called party on an active line answers a second line, the first call is put automatically put on hold without the called party depressing a hold button.
 - 7.9.1.8. Call Coverage – Please define the number of times a specific extension can appear on phones throughout the system.
 - 7.9.1.9. Call Forward-Busy
 - 7.9.1.10. Call Forward-No Answer
 - 7.9.1.11. Call Forward-Variable
 - 7.9.1.12. Call Forward-External Telephone Number – How is this feature activated? Can a remote user deactivate the feature? Can a remote user invoke the feature? Can a remote user program a new external target? Can the system detect a busy/do not answer condition at the external target, and then route to a different, pre-defined, internal or external target?
 - 7.9.1.13. Call Forward-All Calls
 - 7.9.1.14. Call Hold

- 7.9.1.15. Outbound Caller ID – Please describe the proposed system’s capabilities to allow The County to define the telephone number provided when individuals place calls outside the system.
- 7.9.1.16. Incoming Caller ID – Please define the proposed system’s capabilities to provide incoming caller ID. Specify whether the proposed system can provide incoming caller ID to analog handsets.
- 7.9.1.17. Call Park – Please describe the operation of the call park function, specifically how the call park number is provided to the user, the length of time the number remains on the screen, how the parked call recalls if unanswered, etc.
- 7.9.1.18. Call Pickup (Directed and Group)
- 7.9.1.19. Call Routing - Describe in detail the programming sequence for routing busy and unanswered calls. How many destinations or targets (i.e., if A is busy go to B, if B is busy go to C, if C is busy go to D, etc.) can be programmed for external calls? For internal calls? Can the routing be different for external and internal calls? Can different routing sequences be employed dependent on time-of-day? Day-of-week? Can a routing sequence have first an external target, and if that target is busy or does not answer, then look to an internal target?
- 7.9.1.20. Can routing to voicemail greetings be different for internal and external calls?
- 7.9.1.21. Call Transfer (Screened and Unscreened) - Specify any limitations on the retention of caller ID, trunk group ID, or DNIS ID information in transferring. That is, will there ever be a loss of caller identification because of multiple transfers of a single call? If so, specify the information that will be lost and after how many transfers will the loss occur. Specify whether calls can be transferred directly to another extension’s voicemail without ringing the handset.
- 7.9.1.22. Call Waiting Indication (Visual and Audible)
- 7.9.1.23. Camp-On (from Other Extensions)
- 7.9.1.24. Class of Service (COS) - The system should allow a system manager to set access privileges for each extension.
- 7.9.1.25. Conferencing – What is the total number of callers that can participate in a conference call? How many internal callers? How many external callers? Is there a limit on the number of conferences occurring simultaneously in the proposed system? If so, what is the limit?

- 7.9.1.26. Conference Bridge – The County is interested in conference capabilities that include the following. The County will require the ability to establish multiple concurrent multi-party conferences. Please provide a proposal for a Conference Bridge including the needed equipment and operational software to provide a conference bridge to allow up to five concurrent sessions, each with 8 to 10 conference participants. Please itemize the cost of the system in the Optional Equipment table later in the RFP.
 - 7.9.1.26.1. Meet-me audio conferencing – a user has the ability to reserve a bridge and invite attendees to join a secure teleconference
 - 7.9.1.26.2. Meet-me multimedia conferencing – a user has the ability to reserve a bridge and invite attendees to join a secure conference with desktop sharing and collaboration capability
 - 7.9.1.26.3. Desktop video conferencing -
- 7.9.1.27. DNIS Compatibility
- 7.9.1.28. Distinctive Ringing – Is there a different ring tone for internal vs. external call?
- 7.9.1.29. Directory – Describe the capability of the proposed digital / IP station sets to provide a name database look-up through the display. Is there a single key depression dialing of a name appearing in the display? Is this functionality transparent between systems?
- 7.9.1.30. Do Not Disturb
- 7.9.1.31. Executive Busy Override
- 7.9.1.32. Incoming Line Identification
- 7.9.1.33. Hot Desk Operation – Allow system users to log in and log out of telephones throughout the system.
- 7.9.1.34. Paging and Intercom Operation – The system should provide the ability for the County to define specific stations to be included in an intercom. This system should also provide the ability for the County to perform pages over the phones throughout the system. Page groups could be defined for each location. Please explain this operation and proposed system capabilities.
- 7.9.1.35. Last Number Redial
- 7.9.1.36. Line Privacy - When active, this feature should prevent all other parties from breaking into a call.
- 7.9.1.37. Music on Hold - Can Music-on-hold be applied on a station selective basis?
- 7.9.1.38. Mute Key
- 7.9.1.39. Night Answer Mode

- 7.9.1.40. Outbound Caller ID – Ability to assign outgoing caller ID individually by station. For example, the customer service group may need to send out the main list number, while the accounting and finance groups may choose to send out their own DID number on outgoing calls.
- 7.9.1.41. Paging Access – The County has a number of overhead paging systems located in various buildings, most of which have analog interfaces. Please describe the proposed communications system’s capability to interface with such paging systems.
- 7.9.1.42. Remote Diagnostics/Remote Maintenance
- 7.9.1.43. Save/Repeat Dialing
- 7.9.1.44. Speed Dialing (System, Group, and Station – specify quantities)
- 7.9.1.45. Station – to – Station Intercom - Capability to depress a specific key, dial a two-digit code, activate a line associated with a specific key on another station, and on answer establish a talk-path.
- 7.9.1.46. Station-to-Station Paging – Please describe the options and limitations regarding the proposed system’s ability to provide paging functionality through the speakers on the proposed phones.
- 7.9.1.47. Station Hunting – Circular - Busy station has a specific station to which calls are routed and hunting sequence is identical each time a call occurs. That is, station A hunts to B, which hunts to C, which hunts to D.
- 7.9.1.48. Station Hunting – Distributed - Busy station hunts to a group of stations, and the hunting sequence are random. That is, A hunts to B, C, or D based on random selection.
- 7.9.1.49. Traffic Measurement/Traffic Reports - The proposed system should provide basic traffic information and make this information available through the System Management device provided. This information should be sufficiently detailed so that the proposed administration system can produce traffic reports covering:
 - 7.9.1.49.1. CCS/hour per trunk
 - 7.9.1.49.2. Blockage per trunk
 - 7.9.1.49.3. CCS/hour per trunk group
 - 7.9.1.49.4. Blockage per trunk group
 - 7.9.1.49.5. Specific hunt group information
 - 7.9.1.49.6. Internal station to station calling
 - 7.9.1.49.7. For the traffic measurement information listed above, please answer the following questions:

- 7.9.1.49.7.1. How is this information made available?
 - 7.9.1.49.7.2. Can the customer develop customized reports? How long can the system store the information before customer retrieval?
 - 7.9.1.49.7.3. If data storage is limited can the data be moved to another media type and archived?
 - 7.9.1.49.7.4. Please describe the recommended solution to address this need.
 - 7.9.1.49.7.5. What database or software tool format is used for this data?
- 7.9.1.50. Transfer Call back to Attendant
- 7.9.1.51. Twinning – Please include the ability for the system to provide twinning to interact with the County’s mobile phones. The operation should allow The County system users, while on a cell phone call, to be able to arrive back at the office, dial a code on the cell (or desk phone) and move the call to/from the desk phone.
- 7.9.1.51.1. Please quote the cost for **optional** twinning licenses. These will be used within various County locations.
 - 7.9.1.51.2. Please provide a list of the mobile phones the proposed system supports.
 - 7.9.1.51.3. Please describe the impact that this feature/functionality has on cellular voice and data usage.
 - 7.9.1.51.3.1. On average, how much additional cellular data will be used per hour and/or per call?
- 7.9.1.52. Unassigned Numbers - What happens when an internal caller dials an unassigned telephone number? What happens when an external caller dials an unassigned DID number? Please detail all options.
- 7.9.1.53. Variable Ring-tones on Telephone Stations - How many ring-tones are available on the proposed digital and/or IP telephones? Can the user change the ring-tones?
- 7.9.1.54. Voice Announce Intercom – Ability to dial a one or two digit number and automatically connect to another phone in a hands free mode.

7.10. Contact Center Requirements

7.10.1. General

7.10.1.1. The County will require Contact Center functionality for a number of departments throughout the County. These applications will vary in complexity and capacity by group. Each Contact Center application may differ, and range from very simple single agent voice call taking, to multi-agent applications supporting multi-media. It is anticipated that Automated Call Distribution will be implemented to address these needs.

7.10.2. The County would like to potentially build one person ACD queues or be able to deploy a group of telephones in the County.

7.10.2.1. Please define what the proposed system will do when the agent in a single person ACD group is logged out. Will the system use an Automated Attendant to answer, will it forward or overflow? Please provide a review of the options for the County.

7.10.3. Staff for a single ACD application may reside in one or more locations throughout the County. The County would like the proposed system to allow for the ACD to operate seamlessly in these locations at the same time.

7.10.3.1. Agents/Staff logged on in any County location should be part of the same ACD Split allowing statistics to be combined.

7.10.4. Describe the proposed system's ability to support other media including email, web chat, video, and fax. Is additional software/hardware required?

7.10.4.1. Can a single agent handle more than one type of media? Does this require multiple licenses?

7.10.4.2. Can the system prioritize contact types? Can an agent handle multiple contacts concurrently? Describe any limitations.

7.10.4.3. Describe the reporting capabilities of the system on the basis of contact type.

7.10.5. The County will support numerous call center applications throughout the organization, utilizing language (skills), overflow, and time of day routing unique to each application.

7.10.6. Please indicate any limitations on the total number of calls in queue: maximum queue times for individual calls, per queue or system-wide, or overflow queuing. Please describe the treatment of calls exceeding these limitations or future calls presented to such a queue.

7.10.7. Can the system limit an agent from logging out of the queue if calls are still present?

- 7.10.8. Call center supervisors will utilize real time monitoring via their desktop. Please describe a supervisor's ability to customize this desktop. Is the interface in a graphical or text/table format? Please provide a screenshot(s) of a typical supervisor desktop.
- 7.10.9. Please describe the real time and historical information available to County agents. What information is available on the telephone set? What information is available on the agent's desktop?
- 7.10.10. ACD agents may need to transfer calls to other individuals or groups within the organization. Please describe the information available to report on such transfers and any limitations to such.
- 7.10.11. Describe the ability to execute outbound campaigns. Can a single agent support both inbound and outbound applications concurrently?
- 7.10.12. Remote Agents – The County may require the ability to have remote telecom users log in and take calls just as if they were onsite on one system. These users may have DSL or broadband connectivity to the County network. Please describe the call delivery method for ACD calls using the proposed system and if there is an additional cost for this capability.
 - 7.10.12.1. Call taking features, call center functionality, and call center reporting capabilities should be the same for all agents regardless of the County location or as a remote agent. Please describe in detail any differences that apply for these types of agents.
- 7.10.13. Required ACD Features
 - 7.10.13.1. For each feature listed, indicate if the feature is "standard" or "optional". Include any feature indicated as "optional" in the itemized pricing in Section 11. Due to the wide variety of system features, it is possible that the proposed system might not have all the features listed below. If this is the case, please provide an explanation on any alternatives available in the proposed system to provide similar functionality.
 - 7.10.13.1.1. The County requires the ability to define and configure ACD queues as the need arises. Administrators must be able to Create/Modify/Delete agents, queues, and agent queue assignments at will.
 - 7.10.13.1.1.1. This feature is not optional for MCTS.
 - 7.10.13.2. ACD Reporting
 - 7.10.13.2.1. Include complete feature documentation, including the following:
 - 7.10.13.2.1.1. LAN compatibility information
 - 7.10.13.2.1.2. ACD Queue Estimated Wait Time Announcements

7.10.13.2.1.3. ACD Queue - Caller in Queue Count

7.10.13.3. ACD Queue should offer the callers in queue an option to leave a message to be called back. The resulting message should be placed in the queue allowing the caller retain their original place in line. The system should then present the message to the agent for the return call.

7.10.13.3.1. Please provide information regarding how the return call is presented to the agent and whether the system will automatically place the call.

7.10.13.4. Archiving capability

7.10.13.5. Average Speed of Answer

7.10.13.6. Report generation capability for a system to support # agents in the County

7.10.13.7. Real time agent status

7.10.13.8. "Wrap up" / "Reason" codes

7.10.13.9. Real time abandoned call report

7.10.13.10. Hold time for abandon calls (including short call abandon report)

7.10.13.11. Easy access to historical information

7.10.13.12. Customizable reports (i.e. Crystal Reports, etc.)

7.10.13.12.1. Automatic calculation of customized reports. (i.e. agent talk time + total available time added together or any combination [e.g., ACW, AUX, Ext call time, on hold time, etc.]

7.10.13.13. Real time group objective reports

7.10.13.14. Tracking of overflow calls

7.10.13.15. Report Graphing

7.10.13.16. Describe the proposed systems' ability to provide information regarding the number of calls each agent gets by split

7.10.13.17. Ability to track times when calls were in queue and how many there were and how long they were in queue

7.10.13.18. Status of each agent during times when calls were in queue

7.10.13.19. How many calls each agent receives from each queue type

7.10.13.20. Ability to provide reporting in 15, 30, and 60 minute intervals so The County can review and trend call data during specific times of day

- 7.10.13.21. Ability to provide reporting over a period of time, not less than 30 days so that the County can review and trend call data during specific days of the month.
 - 7.10.13.21.1. The system must allow for extraction of data into a database for longer storage and retrieval.
- 7.10.13.22. Ability to schedule reports that will run automatically at predefined times, such as daily, weekly, or monthly
- 7.10.13.23. Call transfer reporting – the ability to report on the number and destination of calls transferred outside of the call center group
- 7.10.13.24. Ability to provide reporting on inbound and outbound non-DID calls taken or made by ACD agent while logged in
- 7.10.13.25. Ability to prioritize call handling by a call center group based on criteria such as transferring party or DNIS
- 7.10.13.26. Length of “hold time” for abandoned calls and Short Call Reports
- 7.10.13.27. Call taking features, call center functionality, and call center reporting capabilities should be the same for all agents, whether they are in a County location or a remote agent. Please describe in detail any differences that apply for these types of agents
- 7.10.13.28. ACD Alerts
 - 7.10.13.28.1. Agent Alerts – The County is interested in allowing the agents to choose between either audible or visual alerts. Alerts should provide the agent with notification of various conditions that exceed certain County definable thresholds. Specifically, the system should provide status of call, current and cumulative group objectives, any queued calls, length in queue, etc.
 - 7.10.13.28.2. Supervisors Alerts – The County is interested in allowing the supervisors to choose between either audible or visual alerts. Alerts should provide the supervisor with notification of various conditions that exceed certain The County definable thresholds.
- 7.10.13.29. Agent Licenses – The proposed system should include licenses necessary to provide for agents in Table 3.3.1.
- 7.10.13.30. Supervisor Licenses - The proposed system should include licenses necessary to provide for agents in Table 11

- 7.10.13.31. ACD agents answer calls directed to personal DID while logged in as an agent. A call directed to an agent's personal DID should follow pre-assigned call routing if the agent chooses not to answer. Incoming caller ID information for the next incoming call should be provided to the agent's display while on a call.
- 7.10.13.32. Dynamic Agent Assignment – Please describe the proposed systems' ability to allow the County to dynamically control agent assignment to various splits.
- 7.10.13.33. Agents in Multiple Groups
 - 7.10.13.33.1. Does the proposed system allow agents to be logged in, actively taking calls, in more than one split or more than one media type? If so, does this require multiple log-ins? Multiple lines?
 - 7.10.13.33.2. Is the agent provided notification prior to answer of which split the call is coming from? If an agent is logged into two splits, does that count as two agents in determining system capacities?
 - 7.10.13.33.3. The County is interested in having report statistics captured and stored at the agent level providing the capability to identify the agents' call volume by group and skill. Please describe how the proposed system provides this capability.
- 7.10.13.34. Announcements
 - 7.10.13.34.1. A single ACD split must be able to answer for multiple caller and multiple applications. The County is interested in supplying customized caller announcements in queue, based on the called number.
 - 7.10.13.34.2. Each ACD group must be provided with at least two (2) individualized recorded announcements.
- 7.10.13.35. Multimedia Agents – The County will be implementing multimedia in selected departments, including email, fax, and chat. The County anticipates expansion of this technology in the future.
 - 7.10.13.35.1. Does the system require different licenses for agents supporting multiple event types?
 - 7.10.13.35.2. Are agent licenses upgradeable from standard voice agents to multimedia enabled?

7.10.14. **Advanced Call Center Tools - Cradle to Grave Reporting Information** – The County is interested in obtaining features or an adjunct system to provide advanced call center tools and reporting capabilities and cradle to grave call reporting in order to track the call from inception to completion. For your information – a comparable tool would be TASKE

7.10.14.1. Please include a quote for this system that integrates with your proposed telecommunications system.

7.10.15. **Call Recording** – The County is interested in call recording options to allow users to record calls on demand, or to record all calls to a specified phone number, station or station group.

7.10.15.1. **On Demand** – The County would like the system to allow internal or external calls to stations be recorded On Demand from any station on the system and allow easy access to retrieving these recordings. Please describe any options for the proposed system to provide various levels of recording dynamically vs. recording all calls.

7.10.15.1.1. Please include the **OPTIONAL** costs for recording. Pricing for the system supporting the County and the system supporting MCTS should be included separately.

7.10.15.1.2. Please describe how the proposed system stores the recording, how they are indexed and how the County would retrieve various call recordings.

7.10.15.1.3. Please describe the retention capabilities of the recording system. Can recordings be set to be retained for X number of days and automatically purged?

7.10.15.2. **All Calls** – The County would like the system to record all calls to a limited number of specified phone number, station or station group, to be used for training and quality assurance purposes.

7.10.15.2.1. Please include the **OPTIONAL** costs for recording.

7.10.15.2.2. Please describe how the proposed system stores the recording, how they are indexed and how the County would retrieve various call recordings.

7.10.15.2.3. Please describe the retention capabilities of the recording system. Can recordings be set to be retained for X number of days and automatically purged?

7.11. **Call Accounting System and Call Detail Reporting** – Please provide a proposal for a call accounting system. Please itemize the cost of the system in the Optional Equipment table later in the RFP

- 7.11.1. Please provide the following information regarding the proposed Call Accounting System:
 - 7.11.1.1. Describe the specific relationship with the manufacturer.
 - 7.11.1.2. Include the cost of the recommended product in Section 11 of the detailed pricing.
 - 7.11.1.3. Reports for the proposed call accounting system should provide the ability for the County to obtain reports providing calling activities for all stations, allocate calling expenses to various departments, length of calls, frequency of calls to a specific number, internal station to station calling. etc. Please describe the functions of both the proposed system(s).
 - 7.11.1.4. The proposed telecommunications system and Call Accounting System should provide the ability for the County to obtain call accounting information for both outgoing and incoming calls. Please provide a description regarding how the system can provide this function.
 - 7.11.1.5. The system should provide the ability to locate a given call based on originating number, and time/date criterion, to provide proof of the existence and disposition of a call. This generally applies to inbound calls from the outside.
- 7.11.2. The County would also like to be able to gather information regarding internal station-to-station calling. Please describe the proposed system's capabilities to provide this capability.
- 7.11.3. The proposed system must allow for storage of 12 months of call records, with the capability to archive to external media.
 - 7.11.3.1. The County anticipates a monthly average of 1,000,000 call records.
- 7.12. Video Conferencing Tools
 - 7.12.1. Please describe the proposed system's capabilities to provide various video conferencing features. The County does not anticipate purchasing Video conferencing equipment or tools with this procurement, but may implement these features over the life of the proposed system.
 - 7.12.2. The County is interested in internal – station to station video conferencing.
 - 7.12.3. The County is interested in external video conferencing with other agencies and vendors outside the County's network.
- 7.13. **System Management** - The following System Administration features and capabilities, or functional equivalents, must be provided as part of the proposed system. These features must be available at all locations.
 - 7.13.1. **Multiple Users** – The system must interface to the Local Area Network (LAN) and allow for access and change capability for multiple, simultaneous administrators.

- 7.13.1.1. GMIA IT will need to be administrators over the airport portion of the phone system for Add/Move/Change capabilities
- 7.13.2. **Inventory Information** – The system must provide inventory information on the number and type of telephone stations.
- 7.13.3. **Trunking Information** – The system must provide access to the information required in Table 3.5.1.
- 7.13.4. **Alarm Notification** – System must provide for an alarm system that notifies both the remote maintenance center and the County, if certain the County -programmed system performance thresholds are exceeded.
- 7.13.5. **Recent & Past Change History** – The proposed system must provide documentation on both recent changes to an element of the system (station, trunks, etc.) and all past changes to an element of the system.
- 7.13.6. Changes to phone or extension programming should not drop calls in progress.
- 7.13.7. Static data reporting: The proposed system should produce printed and simple exported reports (CSV format) of static system information (e.g. configurations etc.) and most importantly, phone lists.
 - 7.13.7.1. List of phone extensions, name of incumbent, and any department or location information available. Should export to delimited (e.g. CSV) files upon demand or on a scheduled basis.
 - 7.13.7.2. Lists of endpoints (phones) and any information that may be available regarding failures or hardware problems.

7.14. 911 Compatibility

- 7.14.1. The proposed system must provide street address information to the local Public Safety Answering Point (PSAP). Include any costs - software, equipment – required to accomplish this notification in Section 11. It will be the responsibility of the selected vendor to provide for this capability and demonstrate to the customer, through live testing, this capability is operative prior to system cutover.

The County will implement one of the following three solutions. Pricing for each Type must be provided allowing the County to select a solution with the option to migrate to more enhanced 911 operations in the future.

- 7.14.1.1. **911 Type 1** – this will provide building and address specific information to the PSAP.
 - 7.14.1.1.1. Will provide on-network notification (to any endpoint on the County data network)
 - 7.14.1.1.2. Will provide notification to County-owned smartphone mobile devices

- 7.14.1.2. **911 Type 2** – this will provide building and zone specific address information to the PSAP.
 - 7.14.1.2.1. Will provide on-network notification (to any endpoint on the County data network)
 - 7.14.1.2.2. Will provide notification to County-owned smartphone mobile devices.
- 7.14.1.3. **911 Type 3** – this will provide building, room, cube, and device specific address information to the PSAP.
 - 7.14.1.3.1. Will provide on-network notification (to any endpoint on the County data network)
 - 7.14.1.3.2. Will provide notification to County-owned smartphone mobile devices
- 7.14.2. Provide specific documentation indicating your proposed system complies with all 911 regulations of the FCC and the State of Wisconsin. How can the proposed system provide for 911-location notification by station number? As an option in Section 11, provide the necessary hardware and software to provide this feature. Please include all relevant telephone utility costs.
- 7.14.3. E911 Operations Integration / Police Voice Recorder Integration
- 7.15. Disaster Recovery Issues
 - 7.15.1. System Outages
 - 7.15.1.1. When software maintenance is performed on the system, is a restart required?
 - 7.15.1.2. Typically, what will the duration of a system restart be for a system of this size?
 - 7.15.1.3. What, if any manual intervention is required for a restart?
 - 7.15.2. Disaster Back-up Service
 - 7.15.2.1. Please indicate what resources are available to restore service promptly if the equipment is damaged by a disaster such as fire, flood, etc., or after a total system failure.
 - 7.15.3. Software Back-up & Restoration
 - 7.15.3.1. Describe the process for downloading the system software to a back-up media. What is the recommended media? Do you provide the media? Is the back-up process manual or automatic? Do you provide a remote back up for the telephony programming? The voicemail? Both? Can they be backed-up simultaneously? On the same media? As part of a maintenance contract will your personnel perform the back up and keep off-site spare?

7.16. Implementation Plan – The County recognizes that a number of variables will impact the implementation of this system, including but not limited to geography, immediate user needs, carrier services transitioning, coordinated dial plan, and necessary infrastructure (cabling) upgrades. The County requires that the system will be implemented in a manner transparent to end-users, with a phased approach over a period of 12-18 months.

7.16.1. The County understands that there are a number of ways to implement the system. Please provide a detailed explanation of the vendor's approach to this implementation.

7.16.2. Please provide an estimated implementation plan with various milestones.

7.16.3. Throughout the phased implementation process, the County requires a minimum of one to three days of on-site helpdesk support following all cutovers. The County will determine the individual needs based on the complexity of the cutover.

7.17. Handset and Base Cords, and Wall Mount Kits

7.17.1. The County may require the use of 25' handset, 25' base cords, and wall mount kits for some of the telephone sets.

7.17.2. Please indicate the pricing for these longer cords and wall mount kits in your proposal as an **OPTION**.

7.18. Training

7.18.1. The County will be responsible for end-user training, however the Vendor must provide training documentation and "train the trainer" sessions for the County's telecom and training staff. 300 County staff members will require this training.

7.18.1.1. The Vendor must provide detailed training documents for end-users.

7.18.2. Include in your proposal a detailed explanation of the training you will provide for training staff, as well as the management and system administrators. Please indicate on which functions the system administrator will be trained.

7.18.3. The system pricing detailed in Section 11 must include system programming, reporting, management, and configuration training, led by vendor provided instructors, for 8-10 administrator and management personnel.

7.18.3.1. MCTS will also require separate system programming and reporting training.

7.18.3.2. GMIA IT will also require separate system programming and reporting training.

7.18.4. Please describe additional system administration and technical training that is available. Please include the projected costs for the training classes, where they are held, who provides them and if and what certifications would be provided if the County's staff completes various levels.

- 7.19. **Acceptance** - The County requires an acceptance period of at least 30 days subsequent to the completion of the Cutover. During this 30-day period the system must perform without interruption of services and in compliance with all representations offered in the vendor's proposal. Should the system or other associated devices fail to perform satisfactorily, the 30-day time frame for acceptance will start over until such time as the system performance is satisfactory for a period of 30 consecutive days. Final payment (including change orders) will be withheld, and the warranty period will not begin, until system acceptance.
- 7.20. **Financial Information** - Detailed pricing information is needed on the system. Provide the following financial data:
- 7.20.1. The response to Section 11 **MUST INCLUDE** an itemized schedule of all equipment and software for the proposed system. The pricing quoted must include all activities necessary for a complete, turn-key system, including, but not limited to:
 - 7.20.1.1. Complete installation of all system components and software
 - 7.20.1.2. Complete programming of all system components and software
 - 7.20.1.3. Complete testing of all system components and software prior to system cutover, including QOS testing
 - 7.20.1.4. PSTN coordination including:
 - 7.20.1.4.1. Coordination of SIP and analog trunk installation with the PSTN service provider selected by the County
 - 7.20.1.4.2. Coordination of calling plan to allow for 5-digit dialing between stations
 - 7.20.1.5. On-site station reviews and determination of user requirements
 - 7.20.1.6. Full system configuration documentation provided to The County to include all station features and function, complete trunking configuration information, and complete call flow information by station
 - 7.20.2. Cost detail for any non-standard features and optional items as detailed in the system specifications.
 - 7.20.3. Any additional charges which apply for shipping and handling. Please specify dollar amounts.
 - 7.20.4. A recommended payment schedule must be included. The customer will not consider any proposal with a final payment, due on acceptance of the system, of less than 25%.
 - 7.20.5. Add/delete cost schedule for all system components, software, and station equipment - details on addition or deletion of all network components must be included in Section 11. Include both pre-cut and post-cut prices. Indicate how long the post-cut prices will remain in effect. Pre-cut component pricing must remain in effect through system acceptance.

- 7.20.6. Maintenance costs for the system for Years 1 through 5, as configured. Please show each year separately.
- 7.20.7. Please describe any Parts Labor Warranty included in the proposal. This information should be included in Section 11.
 - 7.20.7.1. Maintenance proposals should include 24X7X365 support for all core call processing, including but not limited to inbound and outbound calling, voicemail, automated attendant and call routing, attendant answering point, and contact center with 4 hour response for emergency services and next business day response for non-emergency services.
 - 7.20.7.2. Maintenance must include 8am to 5pm, next business day response for non-emergency services and 4 hour response for emergency services for all end-point devices.
 - 7.20.7.3. For the purposes of this RFP, Maintenance support should cover the entire system including the software, servers, phones, etc. The County will work with the selected vendor to customize the maintenance arrangement.
 - 7.20.7.4. Maintenance coverage shall also include:
 - 7.20.7.4.1. Software Assurance
 - 7.20.7.4.2. Software Updates
 - 7.20.7.4.3. Software Upgrades
 - 7.20.7.5. Clearly specify the warranty period for all hardware and software components.
 - 7.20.7.6. A specific maintenance cost must be clearly itemized for business day service on all proposed equipment and software.

7.21. References

- 7.21.1. Provide at least 3 references of similar installed systems in the area, using *Table 14 - References* provided below – expanding them as necessary to include all relevant information. The references must be for VoIP Enabled or VoIP system installations, multi-locations customers, with a minimum of 1000 telephone stations, and a centralized voice mail system.
- 7.21.2. While you are free to provide any references, ideally, the County would like to talk with other government references.
- 7.21.3. The County may wish to conduct site visits with one or more of the references provided below.
- 7.21.4. Be advised, references are a major element of the customer's selection criteria.

Table 14 - References

Reference #1	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Installation Date of Comparative System	
Description of Comparative System – please be specific and detailed on # of locations & phones	
Reference #2	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Installation Date of Comparative System	
Description of Comparative System – please be specific and detailed on # of locations & phones	
Reference #3	
Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Installation Date of Comparative System	
Description of Comparative System – please be specific and detailed on # of locations & phones	

8. Voice Mail System

- 8.1. The County requires voice mail functionality as part of this procurement. The proposed voice mail system must be compatible and integrate with the system being proposed. The vendor is required to gather configuration information and provide a turn-key installation.
- 8.2. The proposed system should allow the County to define a call coverage forwarding path depending upon if the call to the station is an internal or external call. It should allow the County to define by Station how the user would like his or her telephone to forward to the coverage point or voicemail. A coverage point is defined as any other phone on the system or the voicemail system. Please explain how the proposed system could deal with this circumstance.
- 8.3. System Configuration
 - 8.3.1. The County estimates a requirement for 5000+ initial users of the voicemail system.
 - 8.3.1.1. For those vendors proposing systems with specific port counts, please configure your system with a capacity to handle a minimum of 100 concurrent calls.
 - 8.3.1.2. Clearly indicate the number of simultaneous calls the system will support as configured and the overall storage capacity in hours, as the system is configured.
 - 8.3.1.3. The number of users is greater than the proposed telephone station counts because there are a number of County employees or departmental functions that require a voicemail box, but do not have a telephone station on the system.
 - 8.3.1.4. The County may provide Voicemail Boxes for many users throughout the County operation that do not have specific phones and will be using the Hot Desking operation to log in and log out of the system. Please describe the operation of the voicemail system in this environment.
 - 8.3.1.5. Specify the maximum capacity the proposed system provides.
 - 8.3.2. MCTS estimates a requirement for 200 initial users of the voicemail system.
 - 8.3.2.1. For those vendors proposing systems with specific port counts, please configure your system with a capacity to handle a minimum of 16 concurrent calls.
 - 8.3.2.2. Clearly indicate the number of simultaneous calls the system will support as configured and the overall storage capacity in hours, as the system is configured.
- 8.4. **Features** – Specifically, the proposed system must have the following features:
 - 8.4.1. Announcement Boxes
 - 8.4.2. Immediately light a message-waiting lamp on the appropriate telephone when a message has been taken.

- 8.4.3. Automatically turn the message-waiting lamp off when all the messages have been heard and/or delivered.
- 8.4.4. Provide for automatically forwarding calls from a busy, unanswered, or call forward telephone to the appropriate mailbox without requiring the caller to dial a mailbox number or any additional codes.
- 8.4.5. If the caller does not wish to leave a message, the proposed system must allow the caller to escape from the voice mail system to a pre-programmed extension number. The system must allow for multiple targets for these “escape” calls. Does the proposed system have any limitation on the number of targets per system? Can the target be a telephone number outside the proposed system?
 - 8.4.5.1. MCTS requires at least three targets, one or more of which may be outside the proposed system (PSTN calls.)
- 8.4.6. Allow an external caller to finish a message by simply hanging up. Systems that require the caller to touch a key on the telephone pad to save a message will not be considered.
- 8.4.7. Archive Messages - Describe the options for archiving stored messages and the process to accomplish this function. Clearly define the tasks of both station users and system administrators in the archiving function.
- 8.4.8. Check Receipt of Delivered Messages
- 8.4.9. Does the proposed voicemail system capture caller ID allowing the user to optionally hear the calling number?
- 8.4.10. Changeable Passwords
- 8.4.11. Forward & Backward while Listening to a Message -
- 8.4.12. Guest Mailboxes
- 8.4.13. Group Mailboxes
- 8.4.14. Message Save
- 8.4.15. Message Delete
- 8.4.16. Message Pause
- 8.4.17. Message Privacy
- 8.4.18. Message Replay – explain the options available
- 8.4.19. Message Redirect and Comment
- 8.4.20. Message Respond
- 8.4.21. Message Retrieval Greeting - Explain the available options for the system greeting the caller hears upon retrieving messages. For instance, does the system indicate the number of messages not yet heard?
- 8.4.22. Message Rewind
- 8.4.23. Message Speed - Does the proposed system provide the user the capability to speed up or slow down the replay of the message?
- 8.4.24. Message Undelete

- 8.4.25. Outbound Notification of Messages - This feature must include notification to a radio paging device, cellular telephone, email, or other telephony equipment.
- 8.4.26. Priority Notification of messages - This feature must allow a caller to select a priority or urgent status for message notification, and then provide for an alternative notification capability. For instance, a normal message may light a message-waiting lamp, while a priority message will out-call to a radio pager.
- 8.4.27. Priority Queuing of Messages
- 8.4.28. Skip Forward Through Messages
- 8.4.29. Personalized Greetings – Multiple – Provide (at a minimum) the system users with the ability to have a greeting when there is no answer at their phone and another different greeting when they are on the phone, and explain any other options available.
 - 8.4.29.1. Specifically, the County uses Temporary Absence Greetings throughout the operation. Please describe the proposed system’s capabilities regarding this specific feature.
- 8.4.30. Personalized Greetings – Menu - Will the system provide a menu of options in an individual user’s greeting? For instance, “If your call is about A, press 1. If your call is personal matter, press 2.” If the caller selects 1, the message is recorded simultaneously in two pre-selected mailboxes, or routed to a different mailbox than if the caller selects 2.
- 8.4.31. Scheduled Delivery of Message
- 8.4.32. Speech Recognition - Can the proposed system provide command access through user speech?
- 8.4.33. Message Distribution Lists
- 8.4.34. Remote Access - The system must allow users to access their mailbox from outside of the system without the assistance of an operator.
- 8.4.35. System Administrator Reports - Please indicate what types of management reports are available with the proposed equipment. Also, indicate if additional hardware/software is required to generate the management reports.
- 8.4.36. The County requires these reports to be able to be obtained in both printed and electronic format. Please indicate if this is included and what the electronic format used. If the reports are in a proprietary form, please describe any conversion process.
- 8.4.37. Please indicate whether the proposed voicemail system will provide the County with the ability to review voicemail box activity and when each box was accessed. This feature may provide a valuable tool to determine if voicemail boxes are being checked and managed.
- 8.4.38. Variable Settings for Maximum Message Length
- 8.4.39. Time-of-Day Stamp

- 8.4.40. Dial by Name Directory Function –The County will use the “Dial by Name” for several departments or locations throughout the County,
 - 8.4.40.1. Please indicate whether the system will allow for directories by department. Are there any limitations to this functionality?
- 8.5. **Automated Attendant Function** – The County will use various Automated Attendant functions for departments throughout the County to handle various types of incoming calls. Direct Inward Dialing will be used in conjunction with this function. The automated attendant should provide functions for the following:
 - 8.5.1. Multi-layered selections – The system must allow for additional options or sub-menus once a menu selection has been made. Please describe any limitations to this functionality.
 - 8.5.2. The system must allow local administrators the ability to modify and customize AA features and functions as needed. Specifically, changing menus and recordings/announcements.
 - 8.5.3. After Hours Announcement and options.
 - 8.5.4. Preprogrammed Alternative for Holidays.
 - 8.5.5. Custom greetings for special events.
 - 8.5.5.1. The County’s personnel want the ability to prerecord messages and/or greetings for holidays, office closings, etc. and to change from one greeting to another from a remote location, not on the system. Please explain in detail how this would be accomplished.
 - 8.5.6. Provide various exits from the Automated Attendant.
 - 8.5.7. The system must allow the caller to dial his or her choice at any time during the message.
 - 8.5.8. Does the proposed system require callers to end all commands using the # sign? Please describe what the operation is and if there are options regarding this item.
- 8.6. **Message Integration**
 - 8.6.1. Describe the proposed system’s capability to provide for “unified messaging”. The majority of the County utilizes a multi-tenant Microsoft Office 365 environment. *Pricing for unified messaging for all voice mail users must be included in Section 11.*
 - 8.6.1.1. The Milwaukee County Transit System uses a single-tenant Microsoft Office 365 environment.
 - 8.6.1.2. The Airport uses its own multitenant instance of Office 365 separate from the County.
 - 8.6.2. Does the proposed unified messaging software integrate directly with Microsoft Exchange? Does it provide direct dialing from the Contact list? If so, please describe how the products integrate.
 - 8.6.3. Does the proposed unified messaging software integrate directly with Microsoft Outlook 2013? If so, please describe how the products integrate and what mail protocol options are available.

- 8.6.4. Which electronic mail protocol(s) does the Unified Messaging system support?
 - 8.6.4.1. IMAP, POP3, SMTP, others?
 - 8.6.4.2. Please discuss the pros and cons of each in a Unified Messaging environment with Exchange server & Outlook clients.
- 8.6.5. Will the Unified Messaging system support multiple concurrent electronic mail protocols?
- 8.6.6. When a voice message is received in a Unified Messaging environment, will the entire voice message be transmitted to Exchange in addition to header information? If not, what will the user see in Outlook when they have received a voice message?
- 8.6.7. How will the Unified Messaging interface handle roaming profiles? i.e. where a staff member utilizes several PCs to access electronic mail through Outlook?
- 8.6.8. Please describe where the voicemail messages will be stored and whether the messages will be stored on a voicemail appliance or the Exchange server.
- 8.6.9. Will the user be able to listen to voice messages through OWA?
- 8.6.10. In the experience of the vendor, on average, how much disk space does an average message consume within Outlook? Are any compression algorithms available to reduce disk utilization?
- 8.6.11. Click to Dial Operation – Please describe how the system can provide click to dial operation from various sources including outlook contacts and other sources.
- 8.7. Interactive Voice Response
 - 8.7.1. Interactive voice response (IVR) is a technology that allows for automated interaction with a caller via keypad or voice. Such automation provides for off-hour availability and reduced need for direct staff involvement.
 - 8.7.2. The County may wish to add other IVR functionality in the future. Please describe the proposed system’s capability to provide integration with database applications.
 - 8.7.3. What is provided as a “standard” offering?
 - 8.7.4. The system at the Milwaukee County Transit System will interface with a third party IVR allowing callers to access route and schedule information. This will require an IP interface.
 - 8.7.4.1. The system must allow for transfer to extensions, ring groups, automated attendants, or a standard SIP endpoint. It must also be able to transfer calls to the PSTN network.
 - 8.7.4.2. MCTS is currently using an IVR running on Asterisk 1.8.
- 8.8. Training

- 8.8.1. The County will be responsible for end-user training, however the Vendor must provide training documentation and “train the trainer” sessions for the County’s telecom and training staff.
 - 8.8.2. Include in the proposal a detailed explanation of the training you will provide for training staff, as well as the system administrators. Please indicate on which functions the system administrator will be trained. At a minimum these must include station programming and system back-ups.
 - 8.8.3. The system pricing detailed in Section 11 must include system programming, reporting, management and configuration training, led by vendor provided instructors, for 3 members of the County’s telecommunications staff.
 - 8.8.3.1. MCTS will also require separate system programming and reporting training to include all local administrative tasks.
 - 8.8.4. Please describe additional system administration and technical training that is available. Please include the projected costs for the training classes, where they are held, who provides them and what certifications would be provided if the County’s staff completes various levels.
- 8.9. **Financial Information** - Please provide the following financial data:
- 8.9.1. The response to Section 11 **MUST INCLUDE** an itemized schedule of all equipment and software for the proposed system. The pricing quoted must include:
 - 8.9.1.1. Complete installation of all system components and software
 - 8.9.1.2. Complete programming of all system components and software
 - 8.9.1.3. Complete testing of all system components and software prior to system cutover, including QOS testing
 - 8.9.1.4. On-site station reviews and determination of user requirements
 - 8.9.1.5. Full system configuration documentation provided to the County to include all user features and function and complete call flow information by station
 - 8.9.1.6. All costs related to a 12-18 month phased implementation must be included.
 - 8.9.2. Any additional charges which apply for shipping and handling. Please specify dollar amount.
 - 8.9.3. A recommended payment schedule must be included. The customer will not consider any proposal with a final payment, due on acceptance of the system, of less than 25%.
 - 8.9.4. Add/delete cost schedule for all system components and software. Include both pre-cut and post-cut prices. Indicate how long the post-cut prices will remain in effect. Pre-cut component pricing must remain in effect through system acceptance.

- 8.9.5. Maintenance cost for the system, as configured, after the warranty period. Clearly specify the warranty period for all hardware and software components.

9. Implementation

- 9.1. Phased Implementation – The County requires a phased implementation over a period of 12-18 months to accommodate the immediate needs, size, and complexity of the County. The County requires complete transparency to users during the implementation process. The ability to utilize the existing TIE line dialing network or to provide like functionality throughout the implementation process is essential. Users must be able to continue to dial and transfer calls to other County provided telephone stations without introducing additional steps to accomplish this.
- 9.2. Implementation Plan – The County recognizes that there are likely a number of ways to accomplish the transition from the current systems to the new VoIP environment. Please provide a detailed implementation plan that will support the County's stated requirements of a transition that is transparent to users based on the solution proposed.
 - 9.2.1. Throughout the phased implementation process, the County requires a minimum of one day of on-site helpdesk support following all cutovers.

10. Maintenance and Warranty

- 10.1. **Warranty** - Provide a copy of the warranty on the proposed system or a narrative description of the provisions of the warranty.
- 10.2. **Factory-Trained Personnel** - Indicate the number of service personnel in the area factory-trained to maintain the proposed system, including the street address of the service location.
- 10.3. **Qualified Personnel** - Indicate the number of service personnel in the County area qualified to maintain the proposed system, including the street addresses of the service locations. This should include factory-trained personnel, personnel trained by the vendor and all other individuals who can perform technical services on the system.
- 10.4. **Service Centers** - Provide the locations and hours of operation of the service centers to be utilized.
- 10.5. The County may wish to conduct a site visit to the contractors' Service Center.
- 10.6. **Spare Parts** - Provide a general listing of the spare parts available from each of these service centers.
- 10.7. **Hourly Service Rates** - Indicate the hourly rate the County can expect for service not covered by warranty or service contract for each of the proposed systems.
- 10.8. **Maintenance Cost Escalation** - Provide the rate at which the maintenance contract costs are escalated including any contractual limits in escalation of costs.
- 10.9. **Modification Lead-Time** - Specify the amount of lead-time required for moves, changes, additions, and deletions.

- 10.10. **Repair Response Times** - Describe the expected and guaranteed response time for “regular” and “emergency” services. Indicate what you define to be “regular” and “emergency” service. Guaranteed response times of greater than 4-hours for emergency services, and next business day for regular services, will not be acceptable.
- 10.11. **Service Alternatives** - Indicate the provisions for service and spare parts if your business terminates, is subjected to a strike, or shutdown for any reason.
- 10.12. **Default** - State what recourse is available if the proposed system does not perform as quoted and the customer is faced with loss or interruption of service. Be advised that some form of liquidated damages for non-performance and/or system failure will be required in any final agreement.
- 10.13. **Performance of Maintenance** - Clearly identify if the proposer or a third party will provide maintenance services. The County will require the right to reject any third parties or sub-contractors under this agreement and in any event proposer will be responsible for all maintenance services.
- 10.14. Remote Maintenance
- 10.14.1. Provide information on the capabilities of the system to interact with the Remote Maintenance Center (RMC) of the proposer.
 - 10.14.2. How does the system notify the RMC of a trouble?
 - 10.14.3. What diagnostic capabilities does the RMC have?
 - 10.14.4. Can the customer communicate directly with RMC personnel?
 - 10.14.5. How frequent is the proposed system polled by the RMC for routine maintenance?

11. Cost Proposal/Pricing (To Be Submitted In Separate, Sealed Envelope)

11.1. Pricing - Expand the following tables (*Table 17* through *Table 24*) as required to provide itemized, component pricing for the proposed system to meet the requirements. The component name should be clear and understandable, not a code or stock number. The Discounted Price must be the actual cost the County will pay for the component, not a list price with a summary discount at the end. Total Price equals the Quantity times the Discounted Price. The costs must be allocated by location. Separate pricing tables are provided for the County and MCTS systems.

11.1.1. Telecommunications System as defined previously. Include all required components for the County system.

Table 15 – Pricing by Location

Location	Component - Name	Qty	Discounted Price	Install	Total
Children's Court	(List all component parts and licensing of the system by location)				
Mental Health Complex					
Parks Administration					
Fleet Maintenance					
Patrol / Highway					
Transportation					
Facilities					
Domes					
Courthouse					
Safety Building					
CJF					

Location	Component - Name	Qty	Discounted Price	Install	Total
Housing					
City Data Center					
633 Building					
Marcia P. Coggs Bldg.					
House of Corrections					
Training Academy					
Zoo					
Botanical Gardens					
Airport					
Main Terminal					
Parking Structure					
Business Park					
Fire Station					
	Contact Center				
	Voicemail System				
	Unified Messaging				
	Trade in of existing system or Additional Discount				

Location	Component - Name	Qty	Discounted Price	Install	Total
	Sub-total – Hardware / Software				
	Shipping				
	General Install & Training				
	Taxes				
	Total Purchase Price				

- 11.1.2. Telephone Stations – Provide individual unit and installation costs of optional telephone sets available for the proposed system, consoles and soft consoles currently available, if not included in Section 11.1.1.

Table 16 – Optional Telephone Stations

Model Number	Unit Price	Total Hardware and Installed Cost

11.1.3. E-911 Station Locator Capability- County system (OPTIONAL COSTS)

Table 17 – E-911 Station Locator Option Pricing

Solution	Component - Name	Qty	Discounted Price	Install	Total
Type 1	(List all component parts of the system)				
	Total Purchase Price				
	Migration Type 1 to Type 2				
	Migration Type 1 to Type 3				
Type 2	(List all component parts of the system)Shipping				
	Total Purchase Price				
	Migration Type 2 to Type 3				
Type 3	T(List all component parts of the system)axes				
	Total Purchase Price				

11.1.4. Maintenance Pricing – Using *Table 18 – Maintenance Pricing*, please provide a detailed description of the following for the County system. Year 1 warranty must include all endpoints, software, hardware, and labor.

- 11.1.4.1. Software Updates
- 11.1.4.2. Software Upgrades
- 11.1.4.3. Software Assurance

Table 18 – Maintenance Pricing

Component	Qty	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost
(List all component parts of the system)						
Total Maintenance Cost (8 X 5 X NBD)						
(List all component parts of the system)						
Total Maintenance Cost (24 X 7 X 365)						

11.1.5. Optional Equipment- County System

Table 19 – County System Optional Equipment

Facility	Qty	Discounted Unit Price	Install	Total
(List all component parts of the system)				
Call Accounting System				
Conference Bridge				
Call Recording				
Twinning Licenses				
Sub-total – Hardware / Software				
Shipping				
General Install & Training				
Taxes				
Total Purchase Price				

11.1.6. Telecommunications system as defined previously. Include all required components for the MCTS system.

Table 20 – MCTS Telecom System Components by Location

Location	Component - Name	Qty	Discounted Price	Install	Total
MCTS	(List all component parts of the system by location for MCTS)				
Administration					
Fleet Maintenance					
DTTC					
FDL					
FBZ					
KK					
	Automatic Call Distribution				
	Voicemail System				
	Unified Messaging				

Location	Component - Name	Qty	Discounted Price	Install	Total
	Trade in of existing system or Additional Discount				
	Sub-total – Hardware / Software				
	Shipping				
	General Install & Training				
	Taxes				
	Total Purchase Price				

11.1.7. Telephone Stations – Provide individual unit and installation costs optional telephone sets available for the proposed MCTS system, consoles and soft consoles currently available, if not included in Section 11.1.6

Table 21 – MCTS Telephone Station Option Pricing

Model Number	Unit Price	Total Hardware and Installed Cost

11.1.8. E-911 Station Locator Capability – **MCTS System** (OPTIONAL COSTS)

Table 22 – MCTS E-911 Station Locator Option Pricing

Solution	Component - Name	Qty	Discounted Price	Install	Total
Type 1	(List all component parts of the system)				
	Total Purchase Price				
	Migration Type 1 to Type 2				
	Migration Type 1 to Type 3				
Type 2	(List all component parts of the system)Shipping				
	Total Purchase Price				
	Migration Type 2 to Type 3				
Type 3	T(List all component parts of the system)axes				
	Total Purchase Price				

11.1.9. Maintenance Pricing – Using the following table, please provide a detailed description of the following for the MCTS System:

11.1.9.1. Software Updates

11.1.9.2. Software Upgrades

11.1.9.3. Software Assurance

Table 23 – MCTS Maintenance Pricing

Component	Qty	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost
(List all component parts of the system)						
Total Maintenance Cost						

11.1.10. Optional Equipment- **MCTS System**

Table 24 – MCTS Optional Equipment Pricing

Facility	Qty	Discounted Unit Price	Install	Total
(List all component parts of the system)				
Call Accounting System				
Conference Bridge				
Call Recording				
Twinning Licenses				
Sub-total – Hardware / Software				
Shipping				
General Install & Training				
Taxes				
Total Purchase Price				

12. Delivery and Installation

- 12.1. The County anticipates cutover of all within 18 months of contract award. Please indicate whether this schedule can be met and identify the tasks, including site preparation that The County and the vendor will perform and/or be responsible for in order to accomplish delivery and installation of the system in this time frame. It will be assumed that any task not specifically stated to be our responsibility would be that of the vendor.
- 12.2. Implementation Plan - Within 5-days of contract award, the vendor must provide a tentative implementation plan with dates necessary to place the system into service. This plan must clearly identify the tasks and resource requirements of The County during the implementation process.
- 12.3. Risk of Loss - Please state when the customer assumes risk of loss or damage.
- 12.4. System Physical Requirements - Please indicate the requirements for each location, for:
 - 12.4.1. Floor Spacing
 - 12.4.2. Floor Loading
 - 12.4.3. Wall Space
 - 12.4.4. Environmental factors such as air condition and ventilation
 - 12.4.5. Minimum size door opening required for equipment movement
 - 12.4.6. Specify the electrical and grounding requirements for the proposed system. Indicate what modifications will be needed, if any, at the site to meet those requirements. Unless otherwise stated, the vendor will be responsible for any necessary modifications.
- 12.5. Equipment Reduction - Explain any penalty or liability charge for reducing equipment or telephone instrument prior to and after installation of the proposed system.
- 12.6. Equipment Delivery - The vendor will be responsible for making necessary arrangements with the management of the building for delivery of equipment to the premises. The vendor must comply with all building regulations regarding hours, any delivery rigging and method and location of equipment delivery.
- 12.7. Manuals and Brochures - Please provide hard copies and electronic versions the following as part of the proposal:
 - 12.7.1. Station user's manual
 - 12.7.2. Voice mail user's manual
 - 12.7.3. System Administration manual
 - 12.7.4. Any other pertinent reference information
 - 12.7.5. The County expects the selected vendor to produce a short version of the user guide to be provided to each system user. This guide should be customized to provide steps to use the features specific to The County's system design and selected feature group.

- 12.8. Manufacturer Relationship - Please describe your precise relationship with the manufacturer of the proposed system (i.e., dealer, distributor, branch, common parent, etc.). Proposers who do not hold primary full dealership status with the proposed manufacturer and who are dependent on secondary distributor arrangements to obtain product and direct access to manufacturer level engineers are not acceptable.
- 12.9. Manufacturer's Commitment - The vendor shall make a written commitment to make available maintenance spares, trained personnel, and software support to fully maintain the system for a period of ten years from the date of cutover. If the vendor is other than the manufacturer, then a letter of similar commitment from the manufacturer must be included in the proposal.
- 12.10. Warranty - The Proposer must guarantee all of the installation work to be performed and materials to be furnished under this contract against defects in materials and workmanship for a minimum period of one (1) year from the date of final acceptance of the completed work. The Proposer shall, at their own expense and without cost to The County and within a reasonable time after receiving a written notice thereof, make good any defect in materials and/or workmanship of the installation which may develop during the guarantee period. Any associated damage to other items and/or finished surfaces caused by the defect shall also be corrected by the Proposer to the satisfaction of The County and at no additional cost.
- 12.11. Software Assurance – Maintenance and support quotes should include software assurance protection for the County. Please itemize this cost.
- 12.12. Software Updates – Please describe the following regarding available software upgrades:
 - 12.12.1. How is the County notified of new software upgrades and tools available for ALL the systems proposed?
 - 12.12.2. Does your company require software updates at these intervals or are they included/or optional?
 - 12.12.3. Are software updates included in the maintenance contract?
 - 12.12.4. Do you provide recommended/required software updates for all network hardware in addition to the proposed system?
 - 12.12.5. Please provide typical frequency of software updates on an annual basis.
 - 12.12.6. The Vendor is required to perform an annual assessment of the County's current system and a presentation of updates on product development and enhancements.
- 12.13. Test Plan - The Proposer will develop and execute a test plan and final walk through with the owner's project manager in attendance. The test plan and walk through will include:
 - 12.13.1. Testing of all connectivity between switches.
 - 12.13.2. Random testing of port connectivity.
 - 12.13.3. Verification of each VLAN.
 - 12.13.4. Verification of Internet access.
 - 12.13.5. Resiliency testing per specifications.

- 12.13.6. Printed copies of all equipment configurations for the County's project manager review.
- 12.13.7. Conducting a final walk through inspection of the installation with The County's project manager and the preparation of a punch list of items that need attention prior to final acceptance.
- 12.13.8. Completion of the punch list items and the request for a final acceptance walk through with The County's project manager.
- 12.13.9. Final acceptance of the installation.

13. Disclosures & Contractual Requirements

- 13.1. Please note that any exceptions to the following requirements, as well as other sections, should be addressed in a separate section of the Vendor's Proposal.
- 13.2. Bulletins and Addenda
 - 13.2.1. Any bulletins or addenda to the RFP specifications issued during the period between issuance of the RFP and receipt of RFP addenda are to be considered covered in the RFP and they will become a part of the awarding contract. Receipt of bulletins or addenda shall be acknowledged by the vendor in their RFP Proposal cover letter.
- 13.3. Rejection of Proposal
 - 13.3.1. Proposals that are not prepared in accordance with these instructions to vendors may be rejected or disqualified. If not rejected, the County may require the correction of any deficiency and accept the corrected Proposal.
- 13.4. Acceptance of Proposals
 - 13.4.1. The County reserves the right to accept the Proposal that is, in its judgment, the best and most favorable to the interests of the County, to reject the low price Proposal, to accept any item of any Proposal, to reject any and all Proposals, and to waive irregularities and informalities in any Proposal submitted or in the Request for Proposals process.
- 13.5. Taxes
 - 13.5.1. The prices quoted herein shall agree with all Wisconsin and Federal Tax Laws and regulations.
- 13.6. Compliance with Applicable Laws
 - 13.6.1. Contractor agrees to comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Interstate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal government and any of its titles, the Wisconsin Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

13.7. Indemnification

- 13.7.1. Vendor will agree to defend, indemnify, and save harmless Milwaukee County, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, the County, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of Vendor, its officers, employees or agents in the performance of any services or work pursuant to this Agreement.

13.8. Insurance

- 13.8.1. If the Proposal is accepted, vendors shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to Vendor's services to be performed hereunder covering the County risks in form subject to the approval of The County Attorney and/or the County's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

13.8.1.1. Insurance Category and Minimum Limits

- 13.8.1.1.1. **Workers' Compensation:** statutory minimum. Vendor will certify that they are aware of the provisions of the Labor Code of the State of Wisconsin which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Vendor certifies that they will comply with such provisions before commencing the performance of the work.
- 13.8.1.1.2. **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease
- 13.8.1.1.3. **Commercial General Liability:** \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
- 13.8.1.1.4. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to Vendor's vehicle usage in performing services hereunder)
- 13.8.1.1.5. **Professional Liability:** \$1,000,000 per claim and aggregate

13.9. Additional Insurance Provisions

- 13.9.1. Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Vendor will ensure that the policies are endorsed to name The County, its Council, officers, boards, commissions, employees, and agents, as additional insureds.
- 13.9.2. Cancellation. Insurance will be in force during the life of any final contract and any extensions of it and will not be canceled without thirty (30) days prior written notice sent to The County pursuant to the notice provisions of the final contract.
- 13.9.3. Failure to Maintain Coverage. If Vendor fails to maintain any of these insurance coverages, then the County will have the option to declare Vendor in breach of the final contract, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Vendor is responsible for any payments made by the County to obtain or maintain insurance and The County may collect these payments from Vendor or deduct the amount paid from any sums due Vendor under the final contract.
- 13.9.4. Submission of Insurance Policies. The County reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.
- 13.9.5. Primary Coverage. For any claims related to the final contract, the Vendor's insurance coverage shall be primary insurance with respect to The County, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by the County for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of Vendor's insurance and not contributory with it.
- 13.9.6. Reduction in Coverage/Material Changes. Vendor will notify The County in writing pursuant to the notice provisions of the final contract thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this RFP or any material changes to the respective insurance policies.
- 13.9.7. Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of The County.

13.10. Termination for Default

- 13.10.1. In the event of a breach of any of the terms of this Agreement including the Contractor's warranties, The County may, at its option and without prejudice to any of its other rights, cancel any undelivered work or material.

13.11. Professional Liability

- 13.11.1. In performing its professional services, the vendor will use the degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. The vendor covenants that it is protected by professional liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and will provide certificates of insurance upon request.

13.12. Intention

- 13.12.1. The vendor shall, unless otherwise specified, supply all installation, conversion, training, transportation, and incidentals necessary for the entire proper implementation of the selected systems. In addition, the vendor shall be responsible for the implementation in a most professional manner of all items as shown in the Proposal, stated in the specifications, or reasonably implied, in accordance with the contract documents.

13.13. Rights to Submitted Materials

- 13.13.1. All Proposals, Proposals, inquiries, or correspondences relating to or in reference to this RFP, and all reports, charts, displays and other documentation submitted by the vendor shall become the property of The County when received. The County reserves the right to use the material or any ideas submitted in the RFP.

13.14. Vendor Demonstrations

- 13.14.1. Select vendors will be requested, at no cost to the County, to demonstrate the proposed software and hardware systems at a mutually agreeable date and site.

13.15. Proposer Notification Requirement and Amendment Acknowledgement

- 13.15.1. Should any proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document.
- 13.15.2. If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the Milwaukee County website; it is the responsibility of prospective vendors to check the website for any amendments prior to the RFP submission date. All amendments are acknowledged by your submission of Sworn Statement of Bidder form.
- 13.15.3. If the Proposer fails to monitor the web site for any changes or modifications to the RFP, such failure will not relieve the Proposer of its obligation to fulfill the requirements as posted.

13.16. Firm Commitment, Availability, Proposal Validity

- 13.16.1. Proposers shall maintain their availability of service and proposed price as set forth in their proposals for an anticipated service starting date provided in the Information Summary Sheet. Proposers are expected to perform planning and implementation activities prior to commencement of a contract. Milwaukee County will not reimburse for these costs.

13.17. Non-Interest of County Employees and Officials

- 13.17.1. No County official, employee or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract or shall exercise any undue influence in the awarding of the contract.
- 13.17.2. No Milwaukee County employee, officer or agent shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved.
- 13.17.3. Milwaukee County Specific Requirements; No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval.

13.18. Code of Ethics

- 13.18.1. Proposers shall strictly adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2)(k):
- 13.18.2. “No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05(2)(k) shall be included in all Requests for Proposals and bid documents.”

13.19. Errors, Omissions, Minor Irregularities and Retained Rights

- 13.19.1. All information in this RFP, including any addenda, has been developed from the best available sources; however, Milwaukee County makes no representation, warranty or guarantee as to its accuracy. Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document. Milwaukee County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Proposer an advantage or benefit not afforded by other Proposers. Milwaukee County may waive any requirements that are not material. Milwaukee County may make an award under the RFP in whole or in part and change any scheduled dates. Milwaukee County reserves the right to use ideas presented in reply to this RFP notwithstanding selection or rejection of proposals. Milwaukee County reserves the right to make changes to and/or withdraw this RFP at any time.

13.20. Multiple Proposals

- 13.20.1. Multiple proposals from a proposer will not be permitted.

13.21. Proposal Acceptance, Rejection, Cancellation and Withdrawal

- 13.21.1. Each proposal is submitted with the understanding that it is subject to negotiation at the option of Milwaukee County. However, Milwaukee County reserves the right to make an award on the basis of the original proposal, without negotiation with any proposer.
- 13.21.2. Milwaukee County reserves the right to negotiate with the proposer(s) within the scope of the RFP in the best interests of Milwaukee County. Milwaukee County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer's compliance with the requirements of the solicitation. Milwaukee County may use information obtained through site visits, management interviews and the county's investigation of a proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the proposer in response to the county's request for clarifying information in the course of evaluation and/or selection under this RFP.
- 13.21.3. Upon acceptance in writing by Milwaukee County of the final offer to furnish any and all of the services described herein, and upon receipt of any required federal, state and local government approvals, the parties shall promptly execute the final contract documents. The written contract shall bind the proposer to furnish and deliver all services as specified herein in accordance with conditions of said accepted proposal and this RFP as negotiated.

- 13.21.4. Milwaukee County reserves the right to accept or reject any and all proposals submitted or cancel this RFP in whole or in part if such cancellation is in the best interest of Milwaukee County. Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the proposer's authorized representative. After the proposal deadline, proposals may not be modified or withdrawn without the consent of Milwaukee County.

13.22. Contract Terms and Funding

- 13.22.1. The contract shall be between the County of Milwaukee, known as the "County" and the successful proposer known as the "Contractor".
- 13.22.2. Responses to this RFP should be based upon that the initial term of the agreement of three (3) years with an option for two (2) additional one-year extensions, by mutual agreement of the County and contractor.
- 13.22.3. Continuance of the contract beyond the limits of funds available shall be contingent upon appropriations of the necessary funds and the termination of this contract by lack of appropriations shall be without penalty. All proposers are notified that Milwaukee County reserves the right to delete or modify any task from the Scope of Services at any time during the course of the bid process. All proposers are notified that contracts are contingent upon Federal, State, and local appropriations.
- 13.22.4. Milwaukee County contemplates award of a contract resulting from this RFP that reflects payment for fee for services. Any final contract structure resulting from this RFP may be subject to negotiation and the required approvals by Milwaukee County.

13.23. Contract Termination

- 13.23.1. Milwaukee County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure a defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. Milwaukee County, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, Milwaukee County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- 13.23.2. In the event the contractor terminates the contract, such termination will require written notice to that effect to be delivered by the contractor to the County not less than ninety (90) days prior to said termination and shall assist and provide for an orderly transition of services.

13.24. Fee Adjustment

- 13.24.1. The price established by a contract shall remain fixed for the first (1st) year, and may be adjusted for subsequent contract extensions. Any proposed price adjustment shall be submitted to the County no later than May 1 of the year preceding the year for which an adjustment is requested, and if approved, will be effective on that date for the subsequent contract period. Fees may be changed only on the contract anniversary date. These fees are subject to negotiation and approval by the County.

13.25. Payment Requirements

- 13.25.1. Continuance of the contract beyond the limits of funds available shall be contingent upon appropriations of the necessary funds and the termination of this contract by lack of appropriations shall be without penalty.
- 13.25.2. Milwaukee County reserves the right to make payments through a Purchasing Card.

13.26. Minimum Wage Rate

- 13.26.1. This RFP, acquisition and any resulting agreement must conform to Chapter 111 of the Milwaukee County Code of General Ordinance – Minimum Wage.
- 13.26.2. In accordance with Chapter 111 of the Milwaukee County Code of General Ordinances, it is the policy of Milwaukee County that certain contractors, subcontractors, lessees and recipients of financial assistance doing business with the county shall pay employees performing part or full time work for the county a minimum wage rate. This rate is currently established at \$11.68/hour.
- 13.26.3. As a matter of responsiveness to this RFP, all proposers must complete 'Attachment C – Declaration of Commitment to Compliance to Milwaukee County's Minimum Wage Provision'.
- 13.26.4. It is the proposer's responsibility to familiarize themselves with the requirements of MCGO Chapter 111 and maintain compliance.
- 13.26.5. Additional information can be found at:
- 13.26.6. <http://county.milwaukee.gov/ImageLibrary/Groups/cntyDAS/Procurement/livingwage.pdf>
https://library.municode.com/HTML/12598/level2/MICOCOGEOORVOI_CH111MIWA.html

13.27. Disadvantaged Business Enterprise (DBE) Utilization

- 13.27.1. The award of this contract is conditioned upon your good faith efforts in achieving this project's Disadvantaged Business Enterprise (DBE) goal of 10%, and you must document those efforts. Your Proposal must state how you will meet the goal, including identifying the DBE firm(s) by name, the scope(s) of work/service(s) to be provided, the dollar amount(s) of such work, and the percentage of the DBE goal to be met. Failure to do this will result in a determination of non-responsiveness, and rejection of your Proposal will occur. During the Contract, the successful Proposer will use the County's online reporting system to document DBE participation. The Disadvantaged Business Enterprise (DBE) Requirements and forms to be used are attached to this RFP as Attachment L.
- 13.27.2. A necessary step in the good faith efforts process is contacting Community Business Development Partners (CBDP) at 414-278-4747 or cbdp@milwaukeecountywi.gov for assistance in identifying DBEs and understanding the County's DBE Program procedures. The official directory of eligible DBE firms can be accessed by the following link:
- 13.27.3. <https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>

13.28. EEOC Compliance

- 13.28.1. All proposers shall complete and submit Equal Employment Opportunity Commission (EEOC) Compliance Certificate (Attachment I).

13.29. Insurance and Indemnity Requirements

- 13.29.1. All proposers shall complete, sign and submit the "Insurance and Indemnity Acknowledgement Form" (Attachment D). This form outlines required insurance requirements for contractor related to this acquisition and proposer's ability and commitment to provide.

13.30. Employees

- 13.30.1. The contractor shall utilize as many permanent employees on this contract whenever possible. The contractor shall utilize only workers that are skilled in the tasks to which they are assigned and can provide the highest quality of performance consistently on a daily basis. A contractual commitment of dependable, steady service is required.

13.31. Federal, State and Local Regulations

- 13.31.1. The successful Proposer shall be required, and hereby agrees, to comply with all applicable Federal, State and Local laws and regulations during the term of any agreement, including, but not limited to the regulations listed in this RFP. Successful proposers will be required to enter into and maintain an agreement with Milwaukee County that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances.

13.32. Security and Background Checks

- 13.32.1. Security background checks shall be conducted for all employees prior to starting work.

13.33. Responsible Contractor Policy

- 13.33.1. The County of Milwaukee recognizes superior service requires that service contractors hire well-trained and dedicated staff. Assuring the availability of a qualified staff and avoiding labor disruption and costly employee turnover to treat workers fairly and to abide by applicable labor laws. The County of Milwaukee supports the development of a healthy business environment. Therefore, the County of Milwaukee maintains the following requirement. Contractors shall abide by all applicable local, state and federal laws. Contractors shall at all times maintain safe and healthful working conditions and abide by all applicable wage and hour regulations and prohibitions against child labor. Contractors' working conditions shall conform to the standards set by the Federal OSHA. Contractors shall on request provide to the County a report on their compliance. The County recognizes the right of an employee to self-organization and the right to form, join or assist labor organizations to bargain collectively through representatives of their own choosing, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection and, conversely, the right of such employees to refrain from any or all such activities. All proposers shall provide working conditions for services of a similar character in a similar locality in which the services are performed.

13.34. Discipline or Discharge of Employees

- 13.34.1. Any contractor's employee whose employment or performance is objectionable to the county shall be immediately transferred from the premises. A request by the County to transfer an employee shall not constitute an order to discipline or discharge the employee. All actions taken by the contractor in regard to employee discipline shall be at the sole discretion of the contractor. The County shall be held harmless in any disputes the contractor may have with the contractor's employees. This shall include, but is not limited to, charges of discrimination, harassment, and discharge without just cause.

13.35. Prime Contractor and Subcontractors

- 13.35.1. The prime contractor will be responsible for contract performance when subcontractors are used. Subcontractors may be used only with the written permission and approval of the County, and shall have the same contract terms and conditions as prime contractors. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the proposer must clearly explain their participation in the proposal response documents.

13.36. Compliance With Regulations and Laws

- 13.36.1. The successful firm shall comply with all applicable Federal, State, and local laws, regulations and policies including, without limitation, those pertaining to wages and hours of employment.

14. Proposal and Award Process

14.1. Preliminary Evaluation

- 14.1.1. The proposals will be reviewed to determine if mandatory submission requirements are met. Failure to meet mandatory submission requirements will result in rejection of the proposal. Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information will be rejected as non-responsive. The Proposer assumes responsibility for meeting submission requirements and addressing all necessary technical and operational issues to meet the objectives of the RFP.

14.2. Response Guidelines

- 14.2.1. Each question should be retyped in your bid with the response immediately following. Questions should be in the same font/format and order as outlined in this section.
- 14.2.2. Responses should be brief and direct and address all subset questions. Please do not reference any pre-printed materials.
- 14.2.3. Responses should reflect your programs, organization, and administrative systems as they currently exist.
- 14.2.4. Any questions asking for statistics should be answered with actual, not anticipated or target statistics.

14.3. Right to Reject Proposals and Negotiate Contract Terms

- 14.3.1. The County reserves the right to reject any and all proposals.

14.4. Exceptions

- 14.4.1. Review the RFP in its entirety and indicate any exceptions you are taking to requirements defined in the RFP. If exceptions are taken, cite the paragraph involved, the exception taken, and state alternate language acceptable to the Respondent. Alternative language is subject to negotiation and/or approval. Any and all exceptions must be stated in your proposal.

14.5. Intent To Award

- 14.5.1. An Intent to Award will be issued and all proposers will be notified. Milwaukee County reserves the right to negotiate with the selected proposer, at its option, regarding the terms of a contract and other issues to be incorporated into the contract.
- 14.5.2. In the event that a successful agreement cannot be executed, Milwaukee County reserves the right to proceed with contract negotiations with the other responsive, qualified bidders to provide service.
- 14.5.3. Prior to execution of any final agreement, Risk Management shall make a recommendation of award and request approval of the County Executive and the County Board of Supervisors, if required. An agreement will only be fully executed following final approval by the County Board of Supervisors and County Executive, as and if required.

14.6. Information Release

- 14.6.1. All materials submitted become the property of Milwaukee County. Any restriction on the use of data contained within a request must be clearly stated in the bid itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Milwaukee County Ordinances, State of Wisconsin procurement regulations, and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 14.6.2. Data contained in a Request for Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation and innovations become the property of Milwaukee County.
- 14.6.3. Milwaukee County may, at any time during the procurement process, request and/or require additional disclosures, acknowledgments, and/or warranties, relating to, without limitation, confidentiality, EEOC compliance, collusion, disbarment, and/or conflict of interest.
- 14.6.4. Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information and which proposer believes qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats, or material which can be kept confidential under the Wisconsin public record law, must be identified on the Designation of Confidential and Proprietary Information form (Attachment K – Proprietary Information Disclosure). Confidential information must be labeled as such. Costs (pricing) always becomes public information and therefore cannot be kept confidential. Any other requests for confidentiality MUST be justified in writing on the form provided and included in the bid submitted. Milwaukee County has the sole right to determine whether designations made by a proposer qualify as trade secrets under the Wisconsin public records law.

14.7. Appeal

- 14.7.1. Protests and appeals related to this RFP after issuance of an "Intent to Award" are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapter 110. Appeal process information is available at http://www.municode.com/Library/WI/Milwaukee_County.

15. ATTACHMENT B: Vendor Information Sheet

This form must be completed and submitted with bid response. It is intended to provide the County with information on the vendor's name and address and the specific persons who were responsible for preparation of the vendor's response. Each vendor must also designate a specific contact person who will be responsible for responding to the County if any clarification of the vendor's response should become necessary.

Vendor Name: _____

Vendor Address: _____

Phone Number: _____ FAX: _____

E-mail: _____

Vendor Response Prepared By: _____

Signature: _____

16. ATTACHMENT C: Declaration of Commitment to Compliance with Milwaukee County's Minimum Wage Provision

Exhibit C 1

Declaration of Commitment to Compliance with Milwaukee County's Minimum Wage Provision

Bid/RFP #: _____

In accordance with Chapter 111 of the Milwaukee County Code of General Ordinances, it is the policy of Milwaukee County that certain contractors, subcontractors, lessees and recipients of financial assistance doing business with the county shall pay employees performing part or full time work for the county a minimum wage rate. The current required minimum wage rate is as follows:

Effective Date	Base Wage Required (\$ per hour)
February 29, 2016	\$11.68

Milwaukee County's Minimum Wage Ordinance generally applies to employers with more than 20 employees that entered into one of the following types of contracts or agreements as of June 1, 2014:

- Service Contracts under Chapter 32 of the Milwaukee County Code of General Ordinances
- Certain Personal Care/Supportive Home Care Services provided by agencies that contract exclusively with Milwaukee County
- Concession Contracts
- Lease Agreements
- Economic Development Financial Assistance Agreements

Exemptions to the policy are listed in section 111.03(2), Milwaukee County Ordinances.

In order to be considered responsive to the Bid/RFP, you must submit this form.

The undersigned hereby agrees to the following:

- To pay all workers employed by the Contractor in the performance of this contract, whether on a full time or part time basis, a base wage of not less than the minimum wage rate as determined annually by Milwaukee County.
- New rates that go into effect (annually on the last business day of February) will be adhered to promptly.
- To provide the Milwaukee County Office of the Comptroller-Audit Services Division a Declaration of Compliance and supporting payroll data every three (3) months during the contract term and within 10 days following the completion of the contract.
- To procure and submit a like Declaration and supporting payroll data from every subcontractor employed by the contractor.

I believe that I am exempt from Chapter 111 for the following reasons:

Please attach documentation to substantiate your claim of an exemption. Milwaukee County will review the documentation you provide; if your exemption is not substantiated, your proposal/bid will be deemed unresponsive, and will be removed from further consideration.

I declare under penalty of perjury that the forgoing is true and correct. I have read and understand Chapter 111 of the Milwaukee County Ordinances. I have executed this Declaration on _____ (date).

Company Name: _____

Authorized Signature: _____

Printed Name: _____

17. Attachment D: Insurance and Indemnity Acknowledgement Form

17.1. Vendor must at the time of the contract award provide to the County proof of all Liability clauses listed below:

17.2. Indemnity:

17.2.1. The parties agree to the fullest extent permitted by law, to indemnify, defend and hold harmless, the other party and its agents, officers and employees, from and against all loss or expenses including cost 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 indemnifying party, or its (their) agent(s) which may arise out of or are connected with the activities covered by this Agreement. The County's liability shall be limited by Wis. Stat. Section 893.80 for general liability.

17.2.2. The foregoing obligations are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed, provided however that the failure to give such notice shall not relieve the indemnifying party of its obligations hereunder except to the extent that such indemnifying party is materially prejudiced by such failure; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the written consent of the indemnified party; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

17.3. Insurance:

17.3.1. Contractor shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as required and approved by the County Director of Risk Management and Insurance. Acceptable proof of such coverages shall be furnished to the Director of Risk Management and Insurance prior to services commenced under this Contract.

17.3.2. It is understood and agreed that Contractor shall obtain information on the professional liability coverages of all sub-consultants and/or sub-contractors in the same form as specified above for review of the County.

Type of Coverage	Minimum Limits
Wisconsin Workers' Compensation	Statutory (Waiver of Subrogation for Workers Comp by Endorsement)
Employer's Liability	\$100,000/\$500,000/\$100,000
Commercial Or Comprehensive General Liability	
General Aggregate	\$1,000,000 Per Occurrence
Bodily Injury & Property Damage	\$1,000,000 Aggregate
Personal Injury	\$1,000,000 Per Person
Contractual Liability	\$1,000,000 Per Occurrence
Fire Legal Liability	\$50,000 Per Occurrence
Professional Liability	
Errors & Omissions	\$1,000,000 Per Occurrence
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned	
Uninsured Motorists	Per Wisconsin Requirements

17.3.3. Milwaukee County, as its interests may appear, shall be named as an additional insured for general, automobile, as respects the services provided in this Contract. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. Notice of cancellation, nonrenewal, or material change shall be afforded to the county in accordance with the provisions of the policies.

17.3.4. The insurance specified above shall be placed with at least an A-/VIII rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by the County Director of Risk Management and Insurance as a condition of this Contract. Waivers may be granted when surplus lines and specialty carriers are used.

A Certificate of Insurance shall be submitted for review to the County for each successive period of coverage for the duration of this Contract

- 17.3.5. Except for Worker's Compensation and Employers Liability, Milwaukee County shall be named as and Additional Insured in the general and automobile liability policies as its interests may appear as respects the services provided in this agreement. A waiver of subrogation shall be afforded to Milwaukee County on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.
- 17.3.6. The insurance specified above shall be placed with an A rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Risk Manager as a condition of this agreement.
- 17.3.7. A certificate of insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of this agreement.
- 17.3.8. The undersigned certifies and represents an understanding of Milwaukee County's Insurance and Indemnification requirements. The undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFP.

Vendor's Name

Title

Signature

Date

18. ATTACHMENT E: Conflict of Interest Stipulation

Sign and Submit with Technical Proposal

For purposes of determining any possible conflict of interest, all vendors submitting a proposal in response to this RFP must disclose if any Milwaukee County employee, agent or representative or an immediate family member is also an owner, corporate officer, employee, agent or representative of the business submitting the bid. This completed form must be submitted with the proposal. Furthermore, according to the Milwaukee County Code of Ethics, no person may offer to give to any County officer or employee or immediate family member, may solicit or receive anything of value pursuant to an understanding that such County representative's vote, official actions or judgment would be influenced thereby.

Please answer below either YES or NO to the question of whether any MC employee, agent or representative or immediate family member is involved with your company in any way:

YES _____

NO _____

If the answer to the question above is YES, then identify the name of the individual, the position with MC, and the relationship to your business:

Name

County Position

Business Relationship

The appropriate corporate representative must sign and date below:

Printed Name

Authorized Signature

Title

Date

19. ATTACHMENT F: Sworn State of Bidder

Sign and Submit with Technical Proposal

I, _____
Printed Name of Authorized Representative

being first duly sworn at _____,
City, State

On oath, depose and say I am the _____
Official Title

Of the Bidder, _____,
Name of Company

Do state the following: that I have fully and carefully examined the terms and conditions of this Request for Proposal, and prepared this submission directly and only from the RFP and including all accessory data. I attest to the facts that:

I have reviewed the RFP, all related attachments, questions and answers, addenda, and information provided through MC, in detail before submitting this proposal.

I have indicated review, understanding and acceptance of the RFP (or relevant service component being bid upon).

I certify that all statements within this proposal are made on behalf of the Bidder identified above.

I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Bidder.

I further stipulate that the said statements contained within this proposal are true and correct and this sworn statement is hereby made a part of the foregoing RFP response.

Signature

Legal Address

Subscribed and sworn to before me

This _____ day of _____, _____

Notary Public, _____ County

State of _____

My commission expires _____

20. ATTACHMENT G: Cover Sheet for Technical Proposal

Sign and Submit with Technical Proposal

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to the RFP for Professional Services.

Vendor's Name

Title

Signature

Date

21. ATTACHMENT H: Cover Sheet for Pricing Proposal

Sign and Submit with Price Proposal

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information, of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFP for Professional Services.

Vendor's Name

Title

Signature

Date

ATTACHMENT I: EEOC COMPLIANCE
(Sign & Submit with Technical Proposal)

2016 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE
FOR MILWAUKEE COUNTY CONTRACTS

CONTRACTOR hereby certifies that it is in compliance with the equal opportunity policy and standards of Milwaukee County, and Federal rules and regulations regarding nondiscrimination in employment and service delivery.

Nondiscrimination (Milwaukee County General Ordinance (MCGO) 56.17)

CONTRACTOR certifies that in the performance of work or execution of this contract, it shall not discriminate against any employee or applicant for employment because of race, color, national origin, or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships.

CONTRACTOR will post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the County setting forth the provisions of the non-discriminatory clause.

A violation of these provisions shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the CONTRACTOR for use in completing the contract.

Equal Opportunity (Title 41 of the Code of Federal Regulations, Chapter 60 (41 CFR 60))

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provision of his nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will

receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Affirmative Action Program (41 CFR 60-1.40)

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program (and will so certify prior to the award of the contract), which shall have as its objective to increase the utilization of women, minorities, and disabled persons and other protected groups, at all levels of employment in all divisions of the CONTRACTOR'S work force, where these groups may have been previously under-utilized and under-represented. CONTRACTOR also agrees that in the event of any dispute as to compliance with the preceding requirements, it shall be its responsibility to show that all requirements are met.

Disadvantaged Business Enterprise (MCGO Chapters 32, 42, 56 and CFR 49 part 23)

CONTRACTOR shall comply with Milwaukee County General Ordinance Chapter 42 and CFR 49 part 23, which has an overall goal of seventeen percent (17%) participation of certified disadvantaged minority and/or women business enterprise (DBE) for contracts funded with federal and county money and those funded only by county money. CONTRACTOR will ensure that DBE's have the maximum opportunity to participate in this project.

Non-Segregated Facilities (41 CFR 60-1.8)

CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained..

Subcontractors

CONTRACTOR certifies that it has obtained or will obtain certifications regarding non-discrimination, an affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee Count before the award of any subcontracts, and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, CONTRACTOR certifies that it will comply with all reporting requirements and procedures established in 41 CFR 60.

Affirmative Action Plan

CONTRACTOR certifies that, if it has 50 or more employees, that it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with the Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR will also require its subcontractors that have 50 or more employees to establish similar written affirmative action plans.

Employees

CONTRACTOR certifies that it has the following number of employees in the Standard Metropolitan Statistical Area, which includes the counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin: _____. CONTRACTOR certifies that it has the following total number of employees in its workforce: _____.

Executed this _____ day of _____, 2016

Firm Name: _____

Address: _____

Representative: _____

(Signature, Title)

22. ATTACHMENT J: Certification Regarding Debarment and Suspension

Sign and Submit with Technical Proposal

The applicant certifies to the best of its knowledge and belief, that its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company: _____

23. ATTACHMENT K: Proprietary Information Disclosure Form

Sign and Submit with Technical Proposal

The attached material submitted in response to the Request for Proposal includes proprietary and confidential information, which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats. or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c). Wis. Stats. as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHHOLD THE MATERIALS.

Failure to include this form in the Request for Proposal may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold Milwaukee County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name: _____

Authorized Representative: _____
Signature

Authorized Representative: _____
Type or Print

Date: _____

24. ATTACHMENT L: Disadvantaged Business Enterprise Forms

DISADVANTAGED BUSINESS ENTERPRISE (DBE) **UTILIZATION SPECIFICATIONS**

1. The award of this contract is conditioned upon your good faith efforts in achieving this project's Disadvantaged Business Enterprise (DBE) goal of __%, and you must document those efforts.
2. **DBE Goal:** This participation goal is based on the total dollar value of your base bid, initial offer or initial scope of work, less allowance and/or reimbursable items as indicated in the solicitation. Participation must be maintained throughout the contract, including additional contract work, e.g., acceptance of alternates, negotiated procurements, change orders, addendums, use of allowances, etc.

BID/PROPOSAL CONSIDERATIONS

3. The County will reject your bid/proposal if you fail to do one of the following:
 - a. Submit the completed **Subcontractor/Subconsultant/Supplier Information Sheet (DBE-02)** and the **Commitment to Contract with DBE (DBE-14)** form(s) detailing your proposed participation plan with your bid/proposal; or
 - b. Submit the completed **Certificate of Good Faith Efforts (DBE-01)** form with the bid/proposal, along **Subcontractor/Subconsultant/Supplier Information Sheet (DBE-02)**.
4. Your good faith efforts are those that one could reasonably expect to be taken if you were actively and aggressively trying to obtain DBE participation sufficient to meet the goal. Additional guidance is part of the **Certificate of Good Faith Efforts (DBE-01)** form).
5. If awarded the contract, you will enter into a contractual agreement, directly or through subcontractors, according to the **Commitment to Contract with DBE (DBE-14)** form(s) submitted with your bid/proposal. Copies of the executed contract(s) or purchase order(s) will be required to be submitted to the County.
6. DBE participation credit, for both DBE and non-DBE primes, is calculated as follows:
 - a. All of the identified scope(s) of work must have a commercially useful function in the actual work of the contract and must be performed directly by the DBE. This means that DBEs must perform the contract work with their own employees, as determined by the County.
 - b. One hundred percent (100%) for the work performed by a DBE. If a DBE subcontracts a portion of its work to another firm, the value of the subcontracted work will not be counted towards the DBE goals unless the work is performed by another DBE. Material, equipment and supplies provided and installed (put into use) by a DBE also count dollar for dollar to toward the goal.
 - c. One hundred percent (100%) for products manufactured by a DBE. DBE manufacturers operate or maintain a facility produces goods from raw materials, or substantially alters the materials or supplies, on-site.
 - d. Sixty percent (60%) for materials or supplies purchased from a certified DBE regular dealer.

Regular Dealers own, operate, or maintain stores, warehouses, or other establishments where materials or supplies are kept in stock, and regularly sold to the public in the usual course of business. A regular dealer in bulk items such as steel, cement, gravel, stone, and petroleum products don't need to keep stock, if it owns or operates distribution equipment.

- e. One hundred percent (100%) for the fees or commissions charged for assistance in the procurement of material and supplies. Fees or transportation charges for the delivery of material or supplies by a DBE to a job site also count dollar for dollar toward the goal. The cost of the materials and/or supplies themselves will not be credited towards its DBE goals.

Brokers, Trade Agents and Manufacturers'/Independent Sales Representatives arrange or expedite transactions without taking title of the goods being sold and receive a commission or fee for their service.

- f. One hundred percent (100%) for DBE trucking firms. The DBE must be responsible for the management and supervision of the entire trucking operation for which it has contracted. The DBE must also use trucks it owns, insures, and operates using drivers it employs. The DBE may lease trucks from another firm, or an owner-operator, certified as a DBE. The DBE may also lease trucks from a non-DBE firm, or owner-operator, but credit will only be given for the fee or commission and not the trucking itself. Ready mix operations will not receive credit for deliveries made by non-DBE firms.
 - g. You are required to notify the County if any DBE contractor(s) working on this contract will sublet any portion of their work.
7. Only DBEs certified by the State of Wisconsin Unified Certification Program (UCP) prior to the bid/proposal submission deadline count towards the satisfaction of the goal. If you want to use a DBE certified in another state, that firm must apply for certification with the UCP prior to the submission deadline. You must also include a copy of DBE certification from its home state along with your bid/proposal. For assistance related to certified DBE firms, contact the Certification Compliance Administrator at (414) 278-4747.
 8. The County reserves the right to request supporting documentation from both you and any listed DBE. If you fail to respond within the time specified, the County will determine you to be non-responsive and remove you from further consideration for contract award.

FOLLOWING CONTRACT AWARD

9. The County reserves the right to conduct compliance reviews and request, both from you and your subs or suppliers, supporting documentation to verify DBE participation, in addition to the information entered monthly into the County's online reporting system. The County will notify you if you are not in compliance with contract specifications. If you fail to take corrective action as directed, the County will take one or more of the following actions:
 - a. Terminate or cancel your contract, in whole or in part;
 - b. Remove you from the list of qualified contractors/consultants, and refuse to accept future bids/proposals from you for a period not to exceed three (3) years;
 - c. Withhold contract payments, or pay subs and/or suppliers directly, to cover shortfall; and/or
 - d. Bring suit to recover damages up to the amount of the shortfall, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.
10. You must submit copies of the executed subcontract agreement(s) or purchase order(s) for each sub and/or supplier listed on the contract. Include copies with the first monthly request for payment. **REQUESTS FOR PAYMENT WILL NOT BE PROCESSED IF AGREEMENTS ARE NOT SUBMITTED.** In addition, you will document that each DBE is notified at least three (3) working days before start of their subcontract work.
11. You are required to notify the County if any DBE contractor(s) working on this contract will sublet any portion of their work.

12. If the DBE(s) cannot perform, if you have a problem in meeting the goal, or any other issue such issues come up, you must immediately contact CBDP at (414) 278-4747. You must submit written notification of your desire for substitution to the DBE affected, and copy the County. This notice must state the reason for the request. The DBE has five (5) business days to provide written objection/acceptance to you. Approval must be obtained from County prior to making any substitutions. DBE contractors are also required to notify and obtain approval from the County prior to subletting work on this project.
13. **Requests for Payment:** You will enter payments to subs and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments made during the preceding month and will include zero dollar (\$0) entries where no payment has occurred. You must also indicate on the AIA Document **G703 - Continuation Sheet**, or equivalent, work being performed by DBEs. Either a) place the word "DBE" behind the work item or b) break out the work done by DBEs at the end of the report. If you don't do these things, the County will deny payments, or enforce other sanctions including those listed in Section 9, above.
14. The County has a revolving loan program for DBEs. If you use a DBE that is using these County funds, you must assist the County repayment of these funds. This may include, but is not limited to, providing written information regarding the sub's contract balance, prior payment (two or three party) agreements, and the issuance of two-party checks payable in the name of Milwaukee County and the DBE indebted to the County under this program.
15. The County reserves the right to waive any of these specifications when it is in our best interest.

CERTIFICATE OF GOOD FAITH EFFORTS

This document should detail what your firm has done to meet this project's participation goal. Guidance as to what 'good faith efforts' are and are not is found on pages 5 & 6 of this document.

Failure to use good faith efforts to meet the assigned participation goal will result in the rejection of your 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 of why your firm is unable to meet the participation goal on this project. (Attach additional pages if necessary)

I hereby certify that our firm has used good faith efforts to solicit, negotiate with, and utilize certified firms to meet the participation goal of this contract, as demonstrated by my responses to the following questions:

A. Identifying Contractible Work Items

You were encouraged to select portions of work to be contracted in a manner that will increase the likelihood of meeting the participation goal. In selecting work to be contracted, you considered, where appropriate, breaking down contracts into economically feasible units to facilitate small business participation.

1. Which portion(s) or section(s) of the project work was/were selected to be contracted to certified firms (or broken down into economically feasible units to facilitate participation)?

B. Notifying Certified Firms of Contracting Opportunities

2. List the certified firms that received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone, or email (with deliver, read receipts and certified firm's response) solicitations. Include copies of the written notice(s) sent to certified firms. (Attach additional pages if necessary)

Certified Firm Contacted	Date of Written Notification	DBE (Yes/No)	Date of Follow-up Telephone Call/or Email

3. Identify publications in which announcements or notifications were placed and published, if any. Include a copy of each announcement or notification.

Published Announcement/Publication (please describe)	Date

4. Identify minority and/or women's associations or organizations that received written notifications, including dates of notifications. Provide person's name contacted during, and the date of, the follow-up call. If no follow-up calls were made, explain why not. Include copies of notice(s) sent.

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

5. Did you contact Milwaukee County's Community Business Development Partners Department (CBDP) to assist in identifying certified firms for this project?

Yes _____ No _____

Contact was made by: _____ Telephone _____ Email _____ Other _____

Date contacted: _____ Person Contacted: _____

C. Providing Certified Firms with Assistance

6. Explain any efforts to provide certified firms with timely, accurate and complete information about the project, scope(s) of work and/or requirements of the project.

7. Describe any other efforts to provide special assistance to certified firms interested in participating in the project.

D. Soliciting Proposal/Quotes from Interested Certified Firms

You must solicit quotes in good faith from certified firms. Quotes, proposals and/or bids, from certified firms shall not be rejected without sound justification.

8. List certified firm(s) that submitted quote(s) for the project, and include copies of all quotes received. If any quotes from certified firms were rejected provide an explanation as to why. (Attach additional pages if necessary)

Name, Phone & Address of Contact Person at Certified Firm	Work Quoted / Explanation for Rejecting Quote

9. Please include all other comments you want Milwaukee County to consider. (Attach additional pages if necessary)

NOTE: The information requested above is the minimum information required.

AFFIDAVIT OF CERTIFICATION

The undersigned, being duly sworn, deposes that he/she has examined and carefully prepared this Certificate of Good Faith Efforts and has verified that the information given in this 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 ____.

GUIDANCE CONCERNING GOOD FAITH EFFORTS

When Milwaukee County assigns a participation goal, you will make good faith efforts to meet this goal prior to submitting a bid or proposal in order to be responsive. You can meet this requirement in one of two ways. First, you can meet or exceed the goal with commitments for participation of certified firms. Second, even if you don't meet the goal, you can document adequate good faith efforts toward that end. This means that you must show that you took all necessary and reasonable steps to achieve the participation goal.

The County will make a fair and reasonable judgment as to whether you made adequate good faith efforts according to the following guidelines. It is important to consider the quality, quantity, and intensity of the different kinds of efforts that were made. These efforts should be those that one could reasonably expect you to take if you were actively and aggressively trying to obtain participation sufficient to meet the participation goal. Going through the motions by making a phone call or two to a firm that you think should qualify is not good faith efforts to meet the project requirements. The County's determination concerning the sufficiency of your good faith efforts is a judgment call and meeting quantitative formulas is not required.

The following is a list of types of actions the County considers as part of your good faith efforts. This isn't a mandatory checklist, nor is it all-inclusive. Other factors or types of efforts may be relevant in appropriate cases:

1. Solicit, through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices), all certified firms who have the capability to perform work on the project. Get the solicitation(s) out with enough time for them to review and respond. Be sure to record who you sent information to, and how/when they verified their interest in the project.
2. Select portions of the work to be performed by certified firms in order to increase the likelihood that the participation goal will be achieved. This includes, where appropriate, breaking out contract work items into smaller pieces, even when you might otherwise prefer to self-perform the work.
3. Provide certified firms with timely, accurate and complete plans, specifications, and requirements of the project to assist them in bidding/quoting.
4. Negotiate in good faith with certified firms.
 - a. It is your responsibility to make a portion of the work available to certified firms and to select that work based on the available certified firms. Evidence of such negotiation includes the names, addresses, email, and telephone numbers of certified firms that were considered; a description of the information provided regarding the plans and specifications for the work selected for contracting; and evidence as to why agreements could not be reached for certified firms to perform the work.
 - b. A bidder/proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including certified subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, **the fact that there may be some additional costs involved in finding certified firms is not sufficient reason for your failure to meet the participation goal.** Also, self-performing work does not relieve you of the responsibility to make good faith efforts. You are not required to accept higher quotes from certified firms if the price difference is excessive or unreasonable.
5. Do not reject certified firms as being unqualified without sound reasons based on a thorough investigation of their capabilities. Your standing within the industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in your efforts to meet the project goal.

6. Effectively use the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations to provide assistance in the recruitment and placement of certified firms.

In determining whether you have made good faith efforts, the County may take into account the performance of other bidders/proposers in meeting the contract goal. For example, when you fail to meet the contract goal, but others meet it, the County may raise the question of whether, with additional reasonable efforts, you could have met the goal. If you fail to meet the goal, but you meet or exceed the average participation obtained by other bidder/proposers, the County may view this, in conjunction with other factors, as evidence of you having made good faith efforts.

COMMITMENT TO CONTRACT WITH DBE

(This form is to be completed by the bidder/proposer and the DBE named for submission with bid/proposal)

PROJECT No.: _____ PROJECT TITLE: _____

TOTAL CONTRACT AMOUNT \$ _____ DBE Goal: _____

Name & Address of DBE(*)	Scope of Work Detailed Description	DBE Contract Amount	% of Total Contract

(* Separate commitment form must be completed for each DBE firm)

Bidder/Proposer Commitment (To be completed by firm committing work to DBE)

I certify that the DBE firm listed quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from DBE firm listed herein. Our firm _____ (Phone No. _____), or one of our subcontractors, will enter into contract with the DBE firm listed, for the service(s) and amount(s) specified when awarded this contract. A copy of the contract between our firm and that of the named DBE will be submitted directly to CBDP within seven (7) days from receipt of Notice-to-Proceed on this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

Signature of Authorized Representative Name & Title of Authorized Representative Date

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

Signature of Notary Public State of _____ . My Commission expires _____.

[SEAL]

* Only firms certified as DBEs (within qualifying NAICS codes) by the State of Wisconsin UCP *prior to bid/proposal opening* will be credited on this contract

DBE Affirmation (To be completed by DBE Owner/Authorized Representative)

- I affirm that the State of Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the State of Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by _____.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the Milwaukee County project specified herein to be completed with my own forces, unless otherwise approved by CBDP.
- I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project.

Signature of Authorized DBE Representative Name & Title of Authorized DBE Representative Date

FOR CBDP USE ONLY

Commitment number ____ **of** ____ **Project Total:** (A) _____ (V) \$ _____ **Total %** _____

Verified with: _____
_____ _____
Authorized Signature Date

COMMITMENT TO CONTRACT WITH DBE

ADDITIONAL INFORMATION & REQUIREMENTS:

1. 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>
2. **CONTRACT ADJUSTMENTS:** The successful Bidder/Proposer will maintain the approved DBE participation level during the term of the contract with the County, including any additional work on the contract, e.g., change orders, addendums, scope changes, etc. Contract adjustments shall include proportional DBE participation.
3. **WRITTEN CONTRACTS WITH DBEs:** The County requires that the successful Bidder/Proposer enter into contract, directly or through subcontractors, as stated in this form. Agreements must be submitted to the County within 7 days of receipt of the Notice-To-Proceed. By executing this commitment, you are certifying that you have had contact with the named DBE firm and that they will be hired if awarded the contract by the County. VIOLATION OF THE TERMS OF THIS COMMITMENT IS GROUNDS FOR TERMINATION OF YOUR CONTRACT.
4. **SUBSTITUTIONS, DBEs SUBCONTRACTING WORK, TRUCKING FIRMS:** The successful Bidder/Proposer must submit written notification of desire for substitution to the DBE affected, and send a copy to the County, stating the reason(s) for the request. The DBE will have five (5) business days to provide written objection/acceptance of the substitution. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by the County. Approval must be obtained from the County prior to making any substitutions. DBEs are also required to notify and obtain approval from the County prior to seeking to subcontract 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, the commission or fee will be counted for DBE crediting.
5. **REQUESTS FOR PAYMENT:** The successful Bidder/Proposer must indicate on the Continuation Sheet (AIA form G703, or equivalent) the work being performed by DBE 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. The successful Bidder/Proposer shall notify DBEs of the date on which they must submit their invoices for payment.
6. **DBE UTILIZATION REPORTS:** The successful Bidder/Proposer will enter payments to subs and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments made during the preceding month and will include zero dollar (\$0) entries where no payment has occurred.

**If you have any questions on forms or related to Milwaukee County's DBE Program, please contact
CBDP Compliance Team / cbdpcompliance@milwcnty.com / 414.278.4747**

25. ATTACHMENT M: Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into on this _____ day of _____, 20____ by and between Milwaukee County Department of Administrative Services, located at 633 W Wisconsin Ave, Ste 1117, Milwaukee, WI 53233 (the" Disclosing Party"), and

_____ with an address at

_____ (the "Recipient" or the "Receiving

Party"). The Recipient hereto desires to participate in

for Milwaukee County (the "Transaction"). During these discussions, Disclosing Party may share certain proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

(a) For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (b) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information.

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein). Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

3. Use of Confidential Information.

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party. Nothing contained herein is intended to modify the parties' existing agreement that their discussions in furtherance of a potential business relationship are governed by Federal Rule of Evidence 408.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief.

Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek 3

a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term.

This Agreement shall remain in effect for a three-year term. Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

6. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information.

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably nonrecoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction). 4

8. Notice of Breach.

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Transaction.

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

10. Warranty.

Each party warrants that it has the right to make the disclosures under this Agreement. NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER. The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party or to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

11. Miscellaneous.

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Wisconsin applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof. The Federal and state courts located in Wisconsin shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(e) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

(f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(g) The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or (ii) providing products or services to others who compete with the other.

(h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Disclosing Party Receiving Party

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____