

Milwaukee County, WI

Request for Proposal # 98160018 For a Countywide Enterprise Resource Planning System



**Issue Date: August 10th, 2016
Closing Date: September 26th, 2016**

**Pre-Proposal Meeting (Non-Mandatory): August 24th, 2016, 1:00
PM local time**

**General Mitchell International Airport
Sijan and Lovell Conference Rooms
5300 South Howell Avenue
Milwaukee, WI 53207**

Pre-Proposal call in information:
USA Toll-Free: 888-251-2909
Access Code: 5702415

Proposal Submission

Proposal Due Date: September 26th, 2016, 3:00 PM local time

Submit to County: 1 printed, signed, original technical proposal and signed addenda,
5 copies of original technical proposal,
1 electronic version of the technical proposal and any supporting
documentation, including the following files:

ERP System Selection - Specifications.xlsx
ERP System Selection - Vendor Forms.docx

1 printed, signed, original cost proposal presented in a sealed envelope,
2 copies of original cost proposal, and
1 electronic version of the cost proposal, including the following file:

ERP System Selection - Pricing Forms.xlsx

Send proposals with RFP title and number to:

Milwaukee County Courthouse
County Clerk's Office
Room 105
901 N. 9th Street
Milwaukee, WI 53233

Important Notice:

Effective immediately upon release of this Request for Proposal (RFP), and until notice of contract award, all communications from proposers regarding the requirements of this RFP shall be directed to the:

Stephanie Gulizia
Department of Administrative Services -Procurement Contracts Administrator
633 W. Wisconsin Ave
Suite 901
Milwaukee, WI 53203

Email: Stephanie.Gulizia@milwaukeecountywi.gov

The County, or designee, shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this RFP. Any other information of any kind from any other source shall not be considered official, and proposers relying on other information do so at their own risk.

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Anticipated Timeline Overview

Listed below are specific and estimated dates and times of actions related to this request for proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed. In the event that it is necessary to change any of the specific dates and times in the calendar of events listed below, an addendum to this RFP will be issued.

Milestone	Timeframe
RFP issuance	August 10th, 2016
Vendor pre-proposal meeting	August 24th, 2016
Deadline for clarification questions	September 6th, 2016
Vendor proposals due	September 26th, 2016
Notification of demonstration dates	TBD
Demonstrations of software	TBD
Site Visits and other due diligence	TBD
Contract negotiations and award	TBD

1 Introduction

1.1 Overview

Milwaukee County is interested in soliciting proposals from qualified providers of municipal enterprise resource planning (ERP) software whose product offering meets or exceeds current County requirements and whose complete product offering provides a robust solution set that will allow the County to continue to leverage this investment well into the future as the needs of the County grow and evolve.

Organizations for which the new solution will be implemented include:

1. All County departments.
2. Milwaukee County Transit System

The following definitions are used in the RFP:

- **Client or County** means Milwaukee County
- **Plante & Moran, PLLC**: The County's consultant and co-project manager for the project.
- **Vendor or Proposer** means a firm, company, or organization submitting a proposal in response to this RFP.
- **ERP, Countywide Enterprise Resource Planning**, the system or software means the software solution that the successful vendor responding to this RFP will be responsible for providing

1.2 County Background

Milwaukee County is governed by an elected County Executive and an 18 member elected County Board of Supervisors. Other County elected officials include a Register of Deeds, Treasurer, Comptroller, County Clerk, Clerk of Courts, District Attorney and Sheriff, who in conjunction with administration provide a full range of associated governmental services, including but not limited to law enforcement, in-patient mental health, transit services highways, courts, corrections, official record keeping, parks and recreation, international airport operations, jail and juvenile detention, public assistance programs, and a world famous zoo.

Milwaukee County and Milwaukee County Transit System (MCTS) employs approximately 6,000 employees and operates 24/7, with many of its employees working rotating schedules. Milwaukee County services a constituent population of 959,023 residents with an annual budget exceeding \$1 billion. Milwaukee County is one of the few fully incorporated counties in the United States and includes 19 municipalities that range from a large urban center in the City of Milwaukee with 597,900 residents to small villages such as Bayside with a population of 4,389. County facilities range throughout all of Milwaukee County with major concentration in the city of Milwaukee, Wauwatosa, General Mitchell International Airport, and Franklin.

Milwaukee Transport Services, Inc. is a quasi-governmental instrumentality of Milwaukee County responsible for the management and operation of the Milwaukee County Transit System. MCTS will require a separate instance for the implementation of their version of the selected Milwaukee County ERP system due to FTA regulations specific to the transit industry.

Milwaukee County is ready to select a vendor who will partner with them on this important initiative. The ERP project is a countywide effort focused on improving business processes, increasing efficiencies, and ultimately implementing an ERP system that is designed for local government. Some of the key project objectives include:

- Identify opportunities for process improvements, with and without new technology.
- Identify a solution to meet the County's high priority financial, human resources and payroll functional requirements.
- Ensure system security complies with industry standards.
- Identify proposed systems that ensure limited/no customization.
- Develop a long-term ERP system support model that is affordable and will contribute to effective HR and financial process.
- Identify methods to maximize knowledge transfer during the implementation process to ensure the County is fully able to maintain, operate and improve the ERP in the post implementation environment.

1.3 Current Key Application Environment

*Legend for Current Applications		
Legend Code		Description
R	Replacement	The County is intending on replacing this application with the selected solution.
C	Consider	The County is considering replacing this application with the selected solution, based on the strength of the finalist vendor offering and cost / benefit of the replacement module
M	Maintain	The County is intending on retaining the application, not replacing it through this effort
I	Interface	The County is intending on keeping the application and interfacing/integrating it with the selected solution.

Current Application	Application Description	Departmental Owner	Likely Future?*	Expected ERP Module
Avatar	Electronic Medical Records and Provider Payments	Behavioral Health Division	I	N/A
CGI BRASS	Budget development and budget controls	Department of Administrative Services	R	Budgeting
Cap Finance Intranet Site	Custom built financial reporting tool	Department of Administrative Services	R	Financial Reporting
Caseware	Financial Reporting/CAFR	Comptroller's Office	C/I	Financial Reporting
Ceridian DayForce	Benefits, Time and Attendance and Scheduling	Comptroller's Office	C/I	Time and Attendance
Ceridian HPW	Human Resources	Human Resources	R	Human Resources

Current Application	Application Description	Departmental Owner	Likely Future?*	Expected ERP Module
Ceridian Recruit	Applicant Tracking	Human Resources	R	Human Resources
CGI Advantage v2.x	Core Financials and Financial Reporting	Comptroller	R	Core Financial Modules
CityWorks	Enterprise Asset Management and Work Order	Transit, Facilities, Parks, Zoo, HOC	I	N/A
Cornerstone	Applicant Tracking Employee On-Boarding Learning Management Training Administration	Human Resources	C/I	Human Resources
Crystal Reports	Reporting Tool for various departments	Multiple Departments	C	N/A
DocuSign	Secure Electronic Signatures (Contract Management)	Department of Administrative Services	R	Contract Management
Excel	Budget development tool	Majority of Departments	R	Core Financials, Human Resources, Payroll, Financial Reporting, Debt Management
HASTAS	Time Entry	Transit	C	Time and Attendance
Health eFx	Affordable Care Act Reporting Company	Human Resources	C/I	N/A
Highway Billing System	Highways	Highways	C	Core Financials
MIDAS	Client based payments	Behavioral Health Division	I	N/A
Morneau Shepell	Online benefit enrollment	Human Resources	C/I	N/A

Current Application	Application Description	Departmental Owner	Likely Future?*	Expected ERP Module
MS Access	Miscellaneous Billing, Budget Planning	Multiple Departments	R	Budgeting, Core Financials, Human Resources, Payroll, Financial Reporting, Debt Management
Municast	Budget planning and forecasting	Department of Administrative Services	C/I	Budgeting
NCR Counterpoint(current) KMIT (to be implemented in Q1 2017)	Point of sale and inventory system	Zoo	I	Cash Receipting
Onbase	Document/forms management and workflow	Majority of Depts.	C/I	Budgeting and Human Resources
Oracle DB	Oracle DB is used for all ERP functions at MCTS	Transit	R	N/A
Oracle BI	Reporting	Transit	C	OBIA is used for consolidating data views and reports for MCTS
Quickbooks	Accounts Receivable/Billing Tool	Multiple Departments	R	Accounts Receivable
SciQuest	Procurement/Contract Management	Department of Administrative Services	C/I	Purchasing/Contract Management
US Bank	Treasury Management	Treasurer	I	N/A
Vitech	Retiree Benefits and Administration	Human Resources	C/I	Human Resources

1.4 Current Technical Environment

The County has established technology standards and would prefer to adhere to them as part of the implementation of the Enterprise Resource Planning System. The tables below provide vendors with a current summary of the County’s network and computing environments, and standards.

As part of the proposal process vendors will be required to submit significant technical detail about the proposed solution detailed in section 3.4 of this RFP. In preparing responses, vendors must remain diligent in referencing this table to ensure that responses clearly identify:

- Areas of known or potential conflict between the vendors proposed solution and the County’s defined environments
- Recommendations of how best to implement and operate the proposed solution within the County’s defined environments

1.4.1 Summary of Network and Computing Environment

Network Infrastructure Configuration (WAN and Internet)
County = Time Warner ELAN Connection (TW MPLS solution) 2GB at Core sites, other sites from 200Mb to 1.5Mb.
Transit = 100MB between MCTS locations
Data Centers
County = MER (Criminal Justice Facility), G2A (Courthouse), City Datacenter (City of Milwaukee), OneNeck (Airport)*
Transit = Data center at MCTS HQ
*Current County data center operations will re-locate to an IaaS provider in 2016-2017.
Data Network
County = 10G
Transit = 1GB
Logical Network
County = 1G
Transit = 1G
Server & Operating System Standard
Microsoft Server 2012R2, Server 2008 R2
Storage & Backup Environment
One Neck (BaaS)
DRP/BCP Environment
Current Project underway
Workstation Standard

Windows 7
Web Browser Standard
IE 11
Staffing
<u>County Information Management Services Division (IMSD) staff includes:</u>
Server Team = 5 Security = 1 Network/Telecommunications = 6 Help Desk = 5 Desktop Support = 13 Business Analysts = 6 Mainframe Support = 5 Project Managers = 2 Applications Staff = 12 Administrative Staff = 1 Executive Management = 1
<u>Transit IT staff includes:</u>
Server Lead = 1 Network Lead = 1 Telephony Lead = 1 End-user Support = 2 Oracle Lead = 1 Business Analytics Lead = 1 Cobol Lead = 1 .net Lead = 1 Operations Manager = 1 Application Development Manager = 1 Project Manager = 1

1.5 Expected Scope of System Solution

The County is requiring that responding vendors propose a complete ERP solution, including software, hardware specifications, project management, and other technology services for the entire scope of the project that may or may not include components owned by the vendor.

The following definitions should be considered relative to the list below:

- **Core:** Components of the solution that MUST be responded to by vendors in the RFP.
- **Expanded:** Components of the proposed solution that may be optionally proposed by responding vendors but are not mandatory to include in the vendor's response.

An outline of the required software system solution has been provided as follows:

Software:

Core Application Software

- Accounts Payable
- Bank Reconciliation
- Budgeting and Performance Management
- Cash Management
- Cash Receipting
- Contract Management
- Employee and Manager Self Service
- Employee Benefits
- Fixed Assets
- General and Technical Requirements
- General Ledger
- Grant Accounting
- Human Resources Core (including Position Control)
- Miscellaneous Billing and Accounts Receivable
- Payroll
- Project Accounting
- Purchasing
- Recruiting
- Talent Management
- Time and Attendance
- Volunteers, Contractor, Temps, Commissioners, and Interns

Expanded Application Software

- Debt Service Management
- Inventory Management
- Investment Management
- Learning Management
- Pension Administration
- Risk Management
- Any other necessary software components to support the proposed Core Application Software solution
- Others not requested but proposed by responding vendors

Services:**Required Services**

- Project Management
- Hardware design and installation consulting
- Software Installation
- Data Conversion
- Report Development
- Integration and Interface Development
- Software Modifications
- Implementation and Training Services
- Organizational Change Management
- Knowledge Transfer to Staff
- System Documentation Development
- Operational Redesign Assistance
- Ongoing Support and Maintenance Services

Optional Services

- On-Going Hosting Services
- Transactional processing services:
 - Garnishments processing
 - Check Printing and Banking
 - Tax updates, filing and dispute resolution
 - W2 processing

It is important to note that the County is considering both a County-hosted and a vendor-hosted solution. It is optional for vendors to provide information on both solutions as part of their RFP response. If a vendor does propose a vendor-hosted solution, any differences from a County-hosted solution must be clearly delineated in the appropriate sections of the RFP response.

Additional details and descriptions related to the specifics of the expected scope can be found in section 3 – Proposal Response Format.

1.6 Summary of Key Transaction Volumes

A summary of key transaction and operating volumes and standards is included below. These volumes and standards reflect actual & estimated amounts for the current environment.

Operating Volumes/Standards	Current
Milwaukee County	
Population	959,023
Number of Departments	34
Budget (All funds)	\$1 billion
Budget (Transit)	\$163,083,444
Number of Users (Anticipated Future) Per Area	
Financials and Financial Reporting	County = >250 Transit = 15
Purchasing	County = >1,200 Transit = 8
Payroll/Time Entry	County = 11 payroll; >5000 time entry Transit = 7 payroll; >250 time entry
Benefits	County = 5 Benefits Administration; >5000 Open Enrollment Transit = 4
Human Resources	County = 40 (read only), 5 entry Transit = 5
Budget	County = >50 Transit = 18
General Ledger/Bank Reconciliation	
Chart of Accounts Structure	
Chart Segment One Name/Account Mask	County = Fund/4 digits Transit = GL/4 digits
Chart Segment Two Name/Account Mask	County = Agency/3 digits Transit = Function/3 digits
Chart Segment Three Name/Account Mask	County = Organization/4 digits
Chart Segment Four Name/Account Mask	County = Account/4 digits
Fiscal Year End	December 31 st
Number of Funds	County = 114 Transit = 1
Number of Department Codes	County = 701 Transit = 67
Number of Balance Sheet Accounts	County = 773 Transit = 75
Number of Activity Codes	7,585
Number of Function Codes	1,529
Number of Report Category	1,411
Number of Expense Accounts	County = 6935 Transit = 90

Number of Revenue Accounts	County = 570 Transit = 40
Number of Project numbers	County = 872
Number of Manual Journal Entries (Monthly)	County = 41,000 Transit = 100
Number of Bank Accounts	County = 93 Transit = 3
Number of annual Check Voids	County = 38 Transit = 20
Budgeting	
Pre-Encumbrance Controls	Yes
Encumbrance Controls	Yes
Position Control	Yes
Budget Entry Model (Centralized or Decentralized):	Both. Decentralized budget entries at request level and centralized budget entries at the various approval phases.
Number of Approval Levels	County = 6 Transit = 7
Budget Frequency	Annual
Number of Funds Budgeted	County = 114 Transit = 1
Fixed Assets	
Fixed asset tagging	Yes
Fixed Asset Capitalization Threshold	County = \$2,500/\$1,000 for computer equipment
Tracking / Reporting of Non-depreciable Assets	Yes
Project/Grant Accounting	
Do Projects/Grants Cross Funds	County = Yes Transit = No
Do Projects/Grants Cross Departments	County = Yes Transit = Yes
Purchasing/Contract Management/Inventory	
Use of Commodity Codes	Yes, UNSPC
Number of Requisitions per Month	County = 2150 Transit = 100
Number of Purchase Orders per Month	County = 2100 Transit = 350
Number of Blanket Purchase Orders per Month	County = 30 Transit = 8
Number of Vendors in Purchasing System	County = 6,500 Transit = 814
Use of Inventory Item Codes	County = No Transit = Yes
Number of Item ship to Locations	County = 300 Transit = 15

Accounts Payable	
Number of Vendors Maintained in Accounts Payable System	County = 45,000 Transit = 6,710
Number of Invoices Input Annually	County = 35,000 Transit = 18,521
Frequency of Check Runs	County = Daily Transit = Weekly
Check Signature Method	County = Electronic Transit = Manual
Payments Types Supported	Wire transfers, Payment Plus, ACH, Checks
Number of 1099s Processed Annually	County = 2,500 Transit = 1471
Cash Receipting	
Receipting Model (Centralized or Decentralized)	County = Decentralized Transit = Centralized
Number of Cash Registers / POS Terminals (current)	Zoo = 85, 10 hand held Parks = 91, Transit = 4
Human Resources and Payroll	
Number of Positions	5,075
Number of Permanent Employees	County = 3,384 Transit = 1,040
Number of Part Time Employees	County = 123
Number of Seasonal Employees	County = 1131 Transit = 1
Number of Hourly/Pool Employees	County = 252
Number of Volunteers/Interns	County = > 500
Number of Bargaining Units	County = 6 Transit = 2
Number of Personnel Action Forms Processed (Annually)	4,000
Number of Employee Performance Reviews (Annually)	County = 3,000
Number of New Hires (Annually)	600
Payroll Frequency	County = Bi-weekly Transit = Weekly

1.7 Overall Evaluation Process

An Evaluation Committee will be established by Milwaukee County to evaluate all responsive proposals and to make a recommendation. The proposals will be reviewed by the Evaluation Committee and scored against the criteria outlined in this RFP. Cost is one of the evaluation categories listed below and will be a defined percentage of the total RFP evaluation. The County's intent is to acquire the solution that provides the best value to the County and meets or exceeds both the functional and technical requirements identified in this RFP.

The County will be using the following process to reach a finalist vendor decision:

1. **Minimum Criteria:** As part of the vendor's RFP response, the following minimum criteria must be met for a proposal to be considered for further evaluation. Failure to meet all of these criteria will automatically disqualify the vendor's response from further consideration:

- **Minimum Client Software Installations**
Must have provided software for at least three municipalities of similar size and complexity.
- **RFP Response**
RFP response is submitted by the due date and time.
- **Response Authorization**
The RFP response is signed by an authorized company officer.
- **Response Completeness**
Vendor complied with all instructions in the RFP and provided a response to all items requested with sufficient detail, which provides for the proposal to be properly evaluated. In addition vendor has proposed to comply with the County's required Disadvantaged Business Enterprise goal for the RFP and/or has demonstrated a Good Faith Effort to meet the goal. Any deficiencies in this regard will be determined by the County's Purchasing Director to be either a defect that the Director will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.
- **PCI Compliance**
Where applicable, the vendor shall certify in its proposal that it meets Payment Card Industry (PCI) Data Security Standards (DSS), and if recommended for award, shall illustrate compliance.

2. **Round 2 Evaluation:** For those vendors whose proposals pass the minimum criteria, the following categories of criteria will be used to further evaluate the proposals in the following order of weighting from high to low:

Functional requirements	35
Cost including both initial and on-going	25
Implementation requirements	15
Technical requirements	15
General vendor to include number and size of comparable municipal installations, financial stability, completeness of response, and quality of proposal response	10
Total	100

At any point in time during the second round of evaluation, a vendor may be excluded from further consideration.

3. **Round 3 Evaluation:** The top vendors in the second round evaluation will then proceed to an additional level of due diligence that may include the following activities:

- Follow-up questions and answers with the vendors.
- On-site vendor demonstrations to include module/functionality demonstrations, technical demonstrations, service presentation, and other due diligence.
- Reference checking with comparable entities using the vendor's product.
- Potential site visits to comparable entities using the vendor's product.

At any point in time during the third round of evaluation, a vendor may be excluded from further consideration. At the conclusion of the round three activities, the finalist vendors will be judged on all information collected to date against the following criteria in order of weighting:

Functionality	40
Investment and costs	25
Implementation Approach	20
On-going vendor support	5
Technical requirements	5
Ability to deliver "out of the box" functionality	5
Total	100

The County will enter into contract negotiations with the vendor whose overall solution best meets the needs of the County over the long-term. Awards shall be made to the responsive, responsible firm whose proposal overall is the most advantageous to the County.

2 Vendor Proposal Guidelines

2.1 Intent

It is the intent of Milwaukee County (“the County”), through this request for proposal and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this request for proposal.

Before submitting a proposal, the vendor shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.

The terms of the RFP and the selected vendor's proposal and any additional documentation (e.g. questions and answers) provided by the vendor during the solicitation process will be integrated into the final contract for services entered into between the County and the selected vendor. It shall be the vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date. Addenda will be posted on the County's internet site (<http://county.milwaukee.gov/bop>) along with the RFP.

The vendor shall determine by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

2.2 Deadline for Proposals

Proposals must conform to the requirements set forth in the RFP. Proposals not conforming to these guidelines may be rejected as non-responsive.

Proposals must be submitted **by 3:00 p.m., local time, September 26th, 2016** to:

Milwaukee County Courthouse
County Clerk's Office
Room 105
901 N. 9th Street
Milwaukee, WI 53233

The vendor must submit **One (1)** signed, completed, original, **five (5) copies**, and **one (1) electronic copy** of the vendor's technical proposal and **one (1) original and two (2) copies**, and **one (1) electronic copy** of the Vendor's cost proposal. The first page of the original proposals should be marked “Original” and the first page of the copies should be marked “Copy.” The electronic proposals should also include the following files:

ERP System Selection - Specifications.xlsx
ERP System Selection - Pricing Forms.xlsx
ERP System Selection - Vendor Forms.docx

A technical proposal and a separate sealed cost proposal must be accompanied in the same package. The electronic copy of the vendor technical proposal response shall include the completed specification worksheets that have been provided in Microsoft Excel. The electronic copy of the vendor cost proposal shall include the completed pricing worksheets that have been provided in Microsoft Excel.

All proposals must contain the following wording clearly marked on the outside of the envelope:

Request for Proposal # 98160018
Countywide Enterprise Resource Planning System

Proposals received after the deadline will not be accepted and will be returned to the sender unopened via certified mail. Proposals may not be delivered via facsimile or e-mail. Proposals shall be sent by Federal Express (or comparable carrier) or hand delivered to the above address. The full name and address of the proposer will be clearly marked on the outside of the package that is inside the Federal Express or comparable carrier package.

2.3 Preparation of Proposals

Proposals shall be prepared in accordance with the proposal response format, section 3. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

2.4 Requirements for Signing Proposal

1. Each proposer, by making a proposal, represents that this document has been read and is fully understood.
2. The proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
3. All manual signatures must have the name typed directly under the line of the signature.
4. The above requirements apply to all RFP addenda.

2.5 RFP Clarifications and Questions

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of this RFP, he/she may submit to the County a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation will be made only by an addendum. Failure on the part of the prospective proposal responder to receive a written interpretation before the submission deadline will not be grounds for withdrawal of proposal. Vendor will acknowledge receipt of each addendum issued by stating so in his/her proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a vendor shall be binding.

All inquiries regarding this proposal must be written and should be **emailed** with a subject line of "RFP Countywide ERP Software" to:

Stephanie.Gulizia@milwaukeecountywi.gov

Inquiries regarding the proposal will be accepted up to and including **September 6th, 2016 at 4:00 PM local time**. Responses to questions will be provided via an addendum to this RFP.

2.6 Vendor Pre-Proposal Meeting

A non-mandatory vendor pre-proposal meeting will be held on August 24th, 2016 at 1:00 PM local time at:

General Mitchell International Airport
Sijan and Lovell Conference Rooms
5300 South Howell Avenue
Milwaukee, WI 53207

A map to the conference rooms has been provided as an attachment to this RFP.

Teleconferencing will be available with the following number:

USA Toll-Free: 888-251-2909
Access Code: 5702415

If you are unable to attend, please see section 2.5 for RFP clarifications and questions.

2.7 Consideration of Proposals

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the County.

References to any of the above are intended to be descriptive but not restrictive and only indicate articles that will be satisfactory. Proposals on "equal" will be considered, provided that the vendor states in their proposal exactly what they propose to furnish, including sample, illustration, or other descriptive matter which will clearly indicate that character of the article covered by such proposal. The designated County representative hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article proposed which contains major or minor variations from specifications requirements but which may comply substantially therewith.

2.8 Basis for Award, Evaluation Criteria and Questions

The qualification of proposal responders on this project will be considered in making the award. The County is not obligated to accept any proposal if deemed not in the best interest of the County to do so. The County shall make award to the qualified proposal responder based on fees submitted and responses to this RFP.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal.

The County reserves the right to accept or reject any and all proposals, in whole or in part, that are deemed to be in the best interest of the County at its sole discretion.

The County reserves the right to waive any informalities or irregularities in proposals.

The County reserves the right to negotiate separately the terms and conditions or all or any part of the proposals as deemed to be in the County's best interest at its sole discretion.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the County, shall be utilized in the final award. The final award of a contract is subject to approval by the County Board.

2.9 Advice of Omission or Misstatement

In the event it is evident to a vendor responding to this RFP that the County has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding vendor shall advise the contact identified in the *RFP Clarifications and Questions* section above of such omission or misstatement BEFORE the proposal due date.

2.10 Confidential Information

Information contained in the vendor's proposal that is company confidential must be clearly identified in the proposal itself. The County will be free to use all information in the vendor's proposal for the County's purposes. Vendor proposals shall remain confidential until the County's Executive Steering Committee makes its recommendation to County Board. The vendor understands that any material supplied to the County may be subject to public disclosure under the Freedom of Information Act.

2.11 Confidentiality Statement

Any information, including materials, drawings, designs, documentation, and other property or data, disclosed to the proposal responder shall not be used, reproduced, appropriated, or otherwise disseminated to anyone other than the County.

2.12 Award of Contract

The vendor shall be deemed as having been awarded a contract when the formal notice of acceptance of the vendor's proposal has been duly served upon the intended awardee by an

authorized agent of the County. Note that the successful vendor, at the time of contract execution, must be licensed to do business in the State of Wisconsin.

2.13 Tax Exempt Status

The County is exempt from paying sales taxes. The County's Federal Taxpayer ID No. is 39-6005720. County is exempt from most federal excise taxes. All prices should be quoted Free on Board Milwaukee, WI.

2.14 Reserved Rights

The County reserves the right to waive any irregularities; accept the whole, part of, or reject any or all proposals; and to select the firm which, in the sole opinion of the County, best meets the County's needs. The County also reserves the right to negotiate with potential vendors so that Milwaukee County's best interests are served.

2.15 Advertising

Vendor shall not advertise or publish the fact that the County has placed this order without prior written consent from the County, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

2.16 Trademarks

The County warrants that all trademarks the County requests the vendor to affix to articles purchased are those owned by the County and it is understood that the vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the County.

2.17 Right to Request Additional Information

The County reserves the right to request any additional information that might be deemed necessary during the evaluation process.

2.18 Right of Refusal

The County reserves the right to refuse any or all proposals in their entirety, or to select certain equipment or software products from various vendor proposals, based on the best interests of the County.

2.19 Proposal Preparation Costs

The vendor is responsible for any and all costs incurred by the vendor or his/her subcontractors in responding to this request for proposal.

2.20 System Design Costs

The successful vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base proposal.

2.21 Pricing Eligibility Period

All vendor proposals are required to be offered for a term not less than **180 calendar days** in duration. A proposal may not be modified, withdrawn or cancelled by vendor during the 180 day time period following the time and date designated for the receipt of proposals. It is the County's intent to procure that software solution that meets that long term criteria of the County. The County, during the course of the selection process may decide to purchase a subset of the vendor's proposal components with the initial contract. The County requires that vendors agree for a period of (3) years from the date of the vendor's proposal to honor software and services pricing established within the vendor's proposal response for vendor proposed components which are not included in the County's initial purchase. The price of the proposed components can only be increased by the vendor during such time period by an amount equal to the annual CPI-U adjustment for the Midwest region or 3%, whichever is less.

2.22 Additional Charges

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and vendor travel charges.

2.23 Turnkey Solution

All prices quoted must include all hardware equipment software and services necessary to make the system specified fully operational for the intent, function, and purposes stated herein. The County reserves the right to purchase hardware separately.

2.24 Purchase Quantities

The County reserves the right to purchase any quantities of hardware or software items bid without altering the unit purchase price upon award and throughout the contract period.

2.25 Rights to Pertinent Materials

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the vendors that are submitted as part of the proposal shall become the property of the County upon receipt, a part of a public record upon opening, and will not be returned.

The County reserves the right to accept any proposal, to reject any or all proposals, to waive any irregularities in the proposal process and to accept any proposal in the best interest of the County.

2.26 Non-Interest of County Employees and Officials

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.

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.

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.

2.27 Code of Ethics

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):

“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.”

2.28 Errors, Omissions, Minor Irregularities and Retained Rights

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.

2.29 Proposal Acceptance, Rejection, Cancellation and Withdrawal

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.

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.

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.

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.

2.30 Appeal

This RFP is issued pursuant to Chapter 32 of the Milwaukee County Code of General Ordinances. 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 32. Appeal process information is available at http://www.municode.com/Library/WI/Milwaukee_County.

2.31 Disadvantaged Business Enterprise (DBE) Utilization

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 in Section 7.15.

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:

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

2.32 EEOC Compliance

All proposers shall complete and submit Equal Employment Opportunity Commission (EEOC) Compliance Certificate (Section 7.17).

2.33 Insurance and Indemnity Requirements

The County will require the finalist vendor to retain insurance coverage in amounts and kinds to be negotiated with the finalist. All proposers shall complete, sign and submit the "Insurance and Indemnity Acknowledgement Form" (Section 7.16). This form outlines required insurance requirements for contractor related to this acquisition and proposer's ability and commitment to provide.

2.34 Minimum Wage Rate

This RFP, acquisition and any resulting agreement must conform to Chapter 111 of the Milwaukee County Code of General Ordinance – Minimum Wage.

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.

As a matter of responsiveness to this RFP, all proposers must complete '7.18 – Declaration of Commitment to Compliance to Milwaukee County's Minimum Wage Provision'.

It is the proposer's responsibility to familiarize themselves with the requirements of MCGO Chapter 111 and maintain compliance.

Additional information can be found at:

<http://county.milwaukee.gov/ImageLibrary/Groups/cntyDAS/Procurement/livingwage.pdf>

https://library.municode.com/HTML/12598/level2/MICOCOGEOORVOI_CH111MIWA.html

3 Proposal Response Format

To facilitate the analysis of responses to this RFP, the vendor is required to prepare their proposals in accordance with the instructions outlined in this section. **Vendors must respond in full to all RFP sections and follow the RFP format (section numbering, etc.) in their response. Failure to follow these instructions may result in rejection.**

For each question asked in the RFP, the proposer shall provide in their response, the question asked and their answer using the section numbering of the RFP.

Proposals shall be prepared to satisfy the requirements of the RFP. *EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.* All parts, pages, figures, and tables should be numbered and labeled clearly. The proposal should be organized as follows:

Section	Title
Separate Sealed Document	Proposal Signature Form
1	Executive Summary
2	Company Background
3	Application Software
4	Technical Requirements
5	Vendor Hosted Option
6	Implementation Plan
7	Staffing Plan
8	Ongoing Support Services
9	Functional System Requirements
10	Client References
11	License and Maintenance Agreements
12	Exceptions and Deviations
13	Other Required Forms and Attachments
14	Addenda
Separate Sealed Document	Cost Proposal

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

Costs for the vendor’s proposed solution should be submitted on the proposal pricing forms provided in the included Microsoft Excel pricing spreadsheet. Costs should include the complete costs for the solution including travel and operating costs. Use additional pages as needed.

3.1 Executive Summary (Section 1)

This part of the response to the RFP should be limited to a brief narrative not to exceed two (2) pages describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The executive summary should not include cost quotations.

3.2 Company Background (Section 2)

In addition to providing responses to the following items, the vendor must complete the **Company Background Form** in **section 7.5** of this RFP.

Vendors must provide information about their company so that the County can evaluate the vendor's stability and ability to support the commitments set forth in response to the RFP. Information that vendors should provide in this section are as follows:

1. The company's background including a brief description (e.g., past history, present status, future plans, company size, etc.) and organization charts.
2. Audited financial information for the past TWO (2) completed fiscal years that includes income statements, balance sheets, and statement of cash flows.
3. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn & Bradstreet report (D&B) as part of the vendor proposal response.
4. If the vendor is proposing to use subcontractors on this project, please provide a response to the **Company Background Form** for each subcontractor, vendor relationship with that firm and the specific services and/or products that the subcontractor will be providing on the project. A complete list of subcontractors is required. The County has the right to approve all sub-contractors of the vendor at any time.

3.3 Application Software (Section 3)

The vendor is required to provide a general description of the application program product and how it will meet requirements of this RFP. This section must address, at a minimum, the following items:

1. Describe your overall proposed technology solution.
2. Describe the product direction for the company, including time frames.
3. Describe unique aspects of the vendor's solution in the marketplace.
4. Describe components of the solution that are industry standards versus being proprietary to the vendor.
5. For third party products proposed that are integrated with the vendor's solution provide the following for each product:
 - a. Reason that this product is a third-party product versus being part of the software vendor's solution,
 - b. Extent to which this third-party product is integrated with the vendor's solution.

3.4 Technical Infrastructure (Section 4)

The vendor shall provide the information described in this section. The information will be used in the evaluation process. Vendors should identify where conflicts may exist between their solution and current technologies being used in the County as described in section 1.4.

In addition to providing responses to the following items, the vendor must complete the **Technical Requirements Form** in **section 7.6** of this RFP, and include it in this section of the response.

As the County is contemplating a County-hosted versus vendor-hosted solution, aspects of the proposed solution to be provided should be clearly delineated where they vary between these two approaches in the sections below.

1. Hardware and Storage Environment

- a. Describe the proposed computer hardware and storage environment to support the system. In the event that there are multiple computer systems available, list all options. Indicate which is the preferred hardware platform and why. List the conditions in which the preferred hardware platform would change. A hardware configuration, which takes into account the size of the County, application modules, database size, and anticipated growth, must be provided.
- b. Document the system architecture that you propose. Describe the number and type of: application servers, database server(s), and development and test environments. Describe your proposal's technical architecture (preferably using a PowerPoint or Visio diagram). This should show components such as the database server, applications server, reporting server, test/training server, firewall(s), web server(s), web browser, minimum workstation requirements, remote access, wireless connectivity, network connectivity to LANs and WAN, etc. Describe any potential use of virtual server technologies (e.g. Microsoft Virtual Server, VMware) and application accelerators and note what vendors you partner with or recommend and/or support.
- c. Describe your proposed information architecture/model (preferably using a PowerPoint or Visio diagram). This should depict data models, taxonomy, data elements, coding structures, a process for standardizing on a particular coding structure, data definitions (employees, vendors, invoices, etc.)

3.5 Vendor Hosted Option (Section 5)

Note: response to this section is only required for proposers submitting a vendor hosted response.

In addition to providing responses to the following items, the vendor must complete the **Vendor Hosting Form** in **section 7.7** of this RFP, and include it in this section of the response.

1. Please describe your **vendor hosted model**, including: hosting, integration, help desk, provisioning and desktop management capabilities, deployment model (dedicated servers, shared environment, etc.), impact to the County's network and bandwidth, and any partners that may be involved in service delivery.
2. Please describe your proposed **service level agreement**, including any tiered levels of service, response times, and guarantees of system 'uptime' and availability and standard metrics.
3. Please describe your **support model**, including: cost structure for support calls.
4. Please describe your **data center and storage facilities**, including: locations, staffing, physical security, environmental controls (including redundant power), redundancy/load balancing capabilities, data backups and disaster recovery capabilities.

5. Please describe your **logical security**, including: firewall security, authentication controls, and data encryption capabilities.
6. Please describe your **change management**, upgrade, and patch management policies and practices.
7. Describe your **systems administration/management** capabilities including: monitoring of performance measures, intrusion detection, and error resolution.
8. Describe how you will help the County move to a new operation at the **end of the contract** term or if the contract is terminated, including the process for notifying of termination.
9. Please provide a copy of your most recent **SSAE 16 Type II audit**.

3.6 Implementation Plan (Section 6)

The vendor is to provide an implementation plan in narrative format supported by an activity-level project schedule using Microsoft Project that details how the proposed solution is to be implemented at both Milwaukee County and Milwaukee County Transit System. This implementation plan should include the following elements:

1. General Implementation Approach
2. Project Management Approach
3. Hardware, Software and Storage Design and Installation Consulting
4. Data Conversion Plan
5. Report Development
6. Integrations and Interfaces
7. Training
8. Organizational Change Management Approach
9. Testing
10. Operational Redesign Approach
11. System Documentation and Manuals
12. Disaster Recovery Plan
13. Knowledge Transfer

The vendor should not be constrained to only include the above items in the vendor's proposal response if the vendor feels that additional elements may add value to the overall implementation. The County requests that the vendor provide their project schedule in a Microsoft Project format as part of the proposal response.

It is expected that the vendor will lead the efforts in each of the implementation areas described below unless stated otherwise. Further details on what is to be provided as part of the vendors proposed implementation plan are included in the following subsections.

As the County is contemplating a County-hosted versus vendor-hosted solution, aspects of the services to be provided should be clearly delineated where they vary between these two approaches.

3.6.1 General Implementation Approach (Section 6.1)

Provide a general overview of the implementation approach you plan to use for the County that includes addressing the following items:

1. Describe how you transition from the sales cycle to the implementation phase of the project.

2. Describe key differentiators of the approach as it relates to implementing a solution on time, within budget and with the ability to meet the needs of a diverse client like the County.
3. Describe how you conclude on a preferred implementation phasing of software modules. What is your recommended approach for this implementation?
4. Describe your approach towards running parallel systems for a period of time.
5. Describe your approach to implementing functionality for multiple organizations (County vs. Transit). Please address timing, staffing and gathering of unique data needs.

Any unique tools, techniques or methods that you use should be described in this section.

3.6.2 Project Management Approach (Section 6.2)

In addition to providing responses to the following items, the vendor must complete the **Project Management Approach Form** in **section 7.8** of this RFP, and include it in this section of the response.

The County expects the vendor to provide project management resources leading to the successful deployment of the system. This project manager will work as a team member with the County's project management office ("PMO"). It is expected that this project manager will be "on the ground" as appropriate to team with the County PMO. This project manager can be an employee of the vendor or a partner of the vendor. In either case, the costs for the project manager should be clearly denoted in the pricing section of this RFP.

As part of any significant engagement, project management at the County aligns with Project Management Institute's project management body of knowledge (PMBOK). The County would expect responding vendors to adhere to such standards as part of the project.

Provide an overall description of the vendor project management approach towards this type of engagement and projected timing for major phases.

Provide a high-level work plan for achieving the successful deployment of your proposed system.

3.6.3 Hardware, Software and Storage Design and Installation Consulting (Section 6.3)

The County usually installs the required hardware and communications equipment for applications. They are open to other proposals to accomplish a successful deployment. The vendor is expected to specify, furnish, deliver, install and support all application and system software that may include pre-installing or equipment staging. Describe what you propose for the most effective deployment of hardware, communications and related equipment.

Additionally, the County expects the selected vendor to conduct a test of the system backup and recovery solution prior to go-live.

3.6.4 Data Conversion Plan (Section 6.4)

It is anticipated that data conversion will occur when migrating to the new application. The vendor is expected to assist the County in the conversion of both electronic and manual data to the new system. It is expected that the County will be responsible for data extraction from current systems and data scrubbing and data pre-processing and that the vendor will be responsible for overall data

conversion coordination, definition of file layouts, and data import and validation into the new ERP. Please provide pricing for data conversions in the associated Microsoft Excel pricing spreadsheet.

1. Describe your general approach towards data conversion and how you would work with the County to conclude on what should be converted.
2. Please describe your organization's recommended approach toward retention/archiving of legacy system data.

3.6.5 Report Development (Section 6.5)

For specific reporting requirements, it is anticipated that the vendor will take the lead on developing any reports required as part of the initial deployment of the system. The vendor is expected to provide specialized knowledge and information to the County staff during the development of needed reports, via technical training on the tools used for report development, database schema and architecture, etc. In addition to providing responses to the following items, the vendor must complete the **Report Development Form** in **section 7.9** of this RFP, and include it in this section of the response.

Provide information on your reporting approach including:

1. Description of various methods of reporting including Business Intelligence,
2. Methods for the County to identify, specify, and develop required custom County reports during the implementation.

3.6.6 Integrations and Interfaces (Section 6.6)

It is expected that information generally would need to be entered only once into the system. Modules within the system should be integrated in real-time with each other such that batch processes are not required to transfer information from one area of the system to another unless that is the preference of the County. Existing County interfaces between core modules that may currently exist (e.g., AP posting to GL) or shadow systems that will likely be replaced are assumed to be included in an integrated ERP System.

Provide information on your integration and interface approach including:

1. Describe the extent to which the various modules are integrated together versus being purchased separately and interfaced
2. Describe your approach towards interfacing and integration with other solutions including use of specific tools, methods and standards.
3. Describe data exchange standards (e.g. XML, Web Services, or EDI) supported or provided by your product.
4. As it pertains to the County's current technical environment described previously, identify potential issues for integrating with specific technologies that are used within the County.
5. If local customizations are made, document any tools or assistance to easily incorporate customizations into new version/releases of your software.
6. The Microsoft Excel pricing spreadsheet contains a listing of current and/or desired County application interfaces and their likely need in a future integrated environment. Provide pricing for interfaces in the associated Microsoft Excel pricing spreadsheet

3.6.7 Training (Section 6.7)

In addition to providing responses to the following items, the vendor must complete the **Training Form** in **section 7.10** of this RFP, and include it in this section of the response.

The County intends to explore the advantages, disadvantages and related costs of two implementation training approaches:

1. **End User Training Approach:** All end-user and technical training will be performed on-site through implementation and be performed by the vendor.
 - a. End user implementation training will be provided by the vendor and include joint participation by the relevant County process owner team lead supporting the process area in the new software system.
 - b. Technical Implementation training will include training for County IT staff on the technologies required to support the new ERP system.
2. **Train the Trainer Approach:** The vendor will incorporate a “train the trainer” approach where only key County team leads will be trained through implementation on their modules and then they will train the remainder of the County staff in their respective areas.
 - a. There would be roughly 6-8 Subject Matter Experts (SME) for each module including 4-6 functional team leads. This training would be provided at a County facility.
 - b. Training materials supplied by the vendor would be used by SMEs and team leads for training their staff.
 - c. Web conference or remote online tutorial sessions would be available to SME and team lead staff to participate in after initial training was completed in their module.
 - d. Technical implementation training will include training only key IT staff (8-10) to support the new system.

The vendor should provide an overall description of **both** training methods, including the following:

- General timeframes in which both types of training will be conducted
- The vendor must list the nature, level, and amount of training to be provided for both options in each of the following areas:
 - Technical training (e.g., programming, operations, etc.)
 - User training
 - Other staff (e.g., executive level administrative staff)

3.6.8 Organizational Change Management Approach (Section 6.8)

The County recognizes that a movement from the current environment to a new solution will present change management challenges. The vendor should clearly identify their approach towards Organizational Change Management including any unique approaches or tools that will be used.

3.6.9 Testing (Section 6.9)

The vendor should describe their recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate providing to the County related to such testing:

- a. System testing
- b. Integration testing

- c. Stress/performance testing
- d. User acceptance testing (UAT)

3.6.10 Operational Redesign (Section 6.10)

With the deployment of a new application, the County wishes to take advantage of capabilities within the software that provide support for operational improvements. Vendors are requested to describe their approach towards operational redesign including discussion on the optimal time in which to conduct redesign as it relates to implementation of the new software.

3.6.11 System Documentation and Manuals (Section 6.11)

The vendor is expected to provide user manuals and online help for use by the County as part of the initial training and on-going operational support. Additionally, the vendor is expected to provide technical documentation.

1. Describe what documentation (user guide, technical guide, training materials, etc.) is available on the system proposed and any related costs.
2. Describe what types of documentation you anticipate developing during the course of the project.

3.6.12 Disaster Recovery Plan (Section 6.12)

Describe the services you provide around disaster recovery, if any, as part of your proposed solution.

3.6.13 Knowledge Transfer (Section 6.13)

The vendor should describe their process for ensuring that a transfer of knowledge occurs back to County staff such that staff is capable of supporting and maintaining the application in the most proficient manner once the vendor implementation engagement is complete.

3.7 Staffing Plan (Section 7)

In addition to providing responses to the following items, the vendor must complete the **Staffing Plan Form** in **section 7.11** of this RFP and include it in this section of the response.

1. The vendor must detail the type and amount of implementation support to be provided (e.g., number of personnel, level of personnel, time commitment, etc.). Include resumes for all personnel that will be assigned to the project. If the vendor is using a subcontractor, include information on subcontracting staff being used and their specific role on the project.
2. Please provide an overall project organizational structure for MCTS and County staff involvement during the project (for both a County-hosted and vendor-hosted solution). Identify the roles and responsibilities of each component of this structure. This includes an appropriate governance structure in which to manage the project.

3.8 Ongoing Support Services (Section 8)

In addition to providing responses to the following items, the vendor must complete the **Ongoing Support Services Form** in **section 7.12** of this RFP, and include it in this section of the response.

1. Specify the nature and conditions of any post-implementation support options including:
 - a. Post-go live support that is included in the proposal response
 - b. Onsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips to optimize the user experience)
 - c. Telephone support,
 - d. Help Desk services (If there is a service level agreement for your help desk, please provide a copy with your RFP response.)
 - e. Toll-free support line
 - f. Users group (i.e. - information about it, where it is held and when. If no, are you planning one?)
 - g. Online knowledgebase (i.e. – how it is accesses, who updates it, etc.)
2. Describe your maintenance programs and options with associated pricing.
3. Describe and provide pricing for any “software as a service” (SaaS) model that you offer (where there is no up-front license fee, but instead a monthly charge which may include maintenance).

3.9 Functional System Requirements (Section 9)

Responses to the requirements referenced in section 4 of this RFP must be provided in this section of the vendor's response. Use the Microsoft Excel specification spreadsheet provided and attach added explanation pages as necessary.

Please include any costs associated with modifications identified in the functional system requirements in the Microsoft Excel pricing spreadsheet.

Please note: The response to these requirements should be provided in the exact format as provided (e.g. no additional macros, formulas, additional columns, modifications, passwords, etc.).

3.10 Client References (Section 10)

The vendor must provide at least **five** references from clients that are similar in size and complexity to the County. The format for completing the vendor references is provided in **section 7.13** of this document. In addition, the County requests a listing of all municipal clients. If possible, at least one of these references should be a vendor-hosted solution.

3.11 License and Maintenance Agreements (Section 11)

Sample license and maintenance agreements must be provided in this part of the vendor's response for all components of the recommended solution (*i.e.*, hardware, software, operating system, database, etc.). Indicate the basis on how licenses are determined.

3.12 Exceptions and Deviations (Section 12)

If the vendor finds it impossible or impractical to adhere to any portion of these specifications and all attachments, it shall be so stated in its proposal, with all deviations grouped together in a separate section entitled, “exceptions/deviations from proposal requirements.” This section will be all-inclusive and will contain a definition statement of each and every objection or deviation with adherence to specific RFP sections. Objections or deviations expressed only in other parts of the proposal, either

directly or by implication, will not be accepted as deviations, and the vendor in submitting a proposal, will accept this stipulation without recourse.

3.13 Other Required Forms and Attachments (Section 13)

Please provide all other required forms in this section:

- a. Contract terms and conditions compliance checklist
- b. Contract terms and conditions compliance checklist – Exception explanation
- c. Proposal Signature Form
- d. Non-Collusion Affidavit
- e. Minimum Criteria
- f. Insurance and Indemnity Acknowledgement Form
- g. Equal Employment Opportunity Commission (EEOC) Compliance Certificate
- h. For vendors who are proposing a hosted solution, please additionally supply a copy of your Independent Service Auditor's Opinion Letter from your most recent SSAE 16 Type II audit.

3.14 Addenda (Section 14)

Include all original, signed copies of addenda in this section.

3.15 Separate Sealed Cost Proposal

One (1) original cost proposal, **two (2) copies** of the cost proposal, and **one (1) electronic copy** of the cost proposal shall be submitted in a separate sealed envelope labeled "Cost Proposal", with the technical proposal. ***In addition, the separate sealed cost proposal must include the proposers completed Disadvantaged Business Enterprise (DBE) Requirements and forms as provided in section 7.15 of this RFP.***

The electronic copy of the cost proposal response shall include the completed cost worksheets that have been provided in Microsoft Excel.

- The County will not consider time and materials pricing. Vendors shall provide firm and fixed pricing based on the functionality described. For each item, indicate if the cost is one-time, annual, or other.
- The vendor shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications necessary to fully comply with the RFP specifications.
- In the event the product or service is provided at no additional cost, the item should be noted as "no charge" or words to that effect.
- In the event the product or service is not being included in the vendor proposal, the item should be noted as "no bid".
- Vendors shall provide all pricing alternatives in these cost sheets.
- Vendor shall provide prices in U.S. dollars.
- Vendor shall make clear the rationale and basis of calculation for all fees.
- Vendors shall show separate subtotals for the required elements of the proposed solution, and for any layers of optional elements.

In presenting software license fees, the vendor shall:

- Explain all factors that could affect licensing fees;

- Make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, etc.);
- Indicate which product versions, operating platform(s), and machine classes are included for each price;
- Indicate whether a product is for “server” or “client,” as applicable; and,
- Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.)

To the extent possible, vendors shall show any applicable discounts separately from the prices for products and services. The vendor is encouraged to present alternatives to itemized costs and discounts, such as bundled pricing, if such pricing would be advantageous to the County.

The County reserves the right to pursue direct purchase of all items and services proposed, as well as to obtain independent financing.

The County is strongly considering both a vendor-hosted solution through an ASP or SaaS licensing model and a traditional on premise solution. As such, the County is requesting proposals to include detailed information regarding the vendors hosting and licensing options. If multiple solutions are proposed, please include a separate pricing form for each hosting/licensing model.

4 Functional Requirements

4.1 Introduction

The requirements defined in this section contain the overall general functions of the requested software solution. The primary objective of the County in implementing a new system is to provide a more integrated information system environment that will eliminate the redundant entry of data, provide improved system capabilities, provide improved access to data, and streamline overall operations.

Identified in the attached Excel spreadsheet are a number of requirements that must be addressed by the vendor's proposal.

Vendors must replace cells A1:G1 in the first module (General and Technical Requirements) with the vendor's **Company Name** which will be repeated and printed for each subsequent module. The **Priority** column includes one of the following entries to indicate the importance of the specification/report to the County:

"H" – High:	This would be a feature that the County already has and uses in its current software or, alternatively, is available and/or tracked in a shadow system (i.e., spreadsheet, document, external database, etc.).
"M" – Medium:	This is a feature that the County would like in the new system that is not currently being tracked or is not existing functionality.
"L" – Low:	This would be a feature that, while of interest, is not applicable at this time or something that could be a future deployment.

Each vendor should review the specifications and reports listed in each subsection and respond as to their availability within the vendor's software system. The responses should be entered under the **"Availability"** column of each form as follows:

Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface that may have an impact on future upgradability. The pricing of all modifications required to provide this functionality MUST be included in the cost proposal.
F	Functionality is provided through a future general availability (GA) release that is scheduled to occur within 1 year of the proposal response.
N	Functionality is not provided

Use the **Cost** column for “M” or “F” responses to estimate the cost to be incurred by the County to secure the specification/report.

Use the **Comment** column to provide additional comments pertaining to your response for that item.

The **Required Product(s)** column is to be used to specify what product (e.g. product name / software module) is proposed. The cells D10:G10 in the form which currently read “*Replace this text with the primary product name(s) which satisfy requirements*” must be updated. This name will be automatically populated in the **Required Product(s)** column for each specification in the module. The automated values in this column must be updated for any exceptions where a different or additional product is required to satisfy the requirement.

Vendors proposing a multi-product solution should complete a General and Technical module specification response for each product.

5 Contract Terms and Conditions

The contractual terms and conditions will be fully negotiated after a vendor is selected by Milwaukee County (“the Client”). Responses to the contract terms outlined in this section may be considered in the selection process and such terms shall be included in the final contract between the Client and the Vendor. For purposes of these terms and conditions, the term “Vendor” means the vendor responding to this RFP and all such terms shall apply to any subcontractor of the Vendor. *Use of the term “Exhibit <##>” throughout these contract terms refers to supplemental documents that Client expects will be included in the final contract package.*

The following contract terms and conditions, substantially in the form contained herein, are expected to be agreed to by the vendors as part of contract negotiations. Exceptions must be explicitly noted in the Vendor Proposals using the checklist forms provided in Section 6 of the RFP. Lack of exceptions listed on the checklist forms shall be considered acceptance of all of the terms and conditions as presented in this RFP.

5.1. Scope of Agreement

Client agrees to license the software detailed in Exhibit <##> (“Software”) and receive the services detailed in the Statement of Work detailed in Exhibit <##> (“Services”). Vendor agrees to provide Software and Services (the “Solution”), subject to the terms and conditions stated in this Agreement including all Exhibits. Payment for such services shall be per Exhibit <##> and shall not exceed the total amount included in Exhibit <##> without the prior written consent of Client. The Client, without prior and mutual written agreement, will incur no other service costs. The service costs in Exhibit <##> are inclusive of all services described in the Statement of Work included as Exhibit <##>. Client agrees to provide server, desktop and other hardware and configuration based on vendor’s recommendation per Exhibit <##>.

5.2. Documentation

Vendor shall deliver to Client ten (10) complete copies of the user documentation describing the functionality and operation of the Software in Client’s environment and technical documentation describing the technical support procedures to assist with the on-going support of the Software (“Documentation”), including an electronic version with the ability to modify to the needs of Client, and, as part of the license granted herein. Vendor agrees that Documentation provided with the Software will be updated to reflect any Customizations contracted by Client with Vendor. Client shall have the right to make as many additional copies of the Documentation for its own use as it may determine.

5.3. Incorporation by Reference

The Vendor shall supply Software and Services adequate to accomplish the requirements as set forth in the Request for Proposal and the Vendor’s response to the Request for Proposal provided herein as Exhibit <##> and Exhibit <##>, respectively (“Contract Documents”) and Vendor’s Documentation. Parties agree that where there is a conflict between terms of this Agreement and the information presented in the Contract Documents, this Agreement shall take precedence. The parties also agree that where there is not a conflict between this Agreement and the information presented in the Contract Documents, that all terms, conditions and offers presented in the Vendor’s

proposal shall be incorporated into this Agreement and shall be binding upon all parties to the Agreement.

5.4. Entire Agreement Clause

This Agreement, including appendices and referenced attachments, constitutes the entire Agreement between the Client and Vendor and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

5.5. Applicable and Governing Law Clause

The Agreement shall be subject to all laws of the Federal Government of the United States of America and to the laws of the State of Wisconsin. All duties of either party shall be legally performable in the State of Wisconsin. The applicable law for any legal disputes arising out of this Agreement shall be the law of (and all actions hereunder shall be brought in) the State of Wisconsin, and the forum and venue for such disputes shall be in the courts of appropriate jurisdiction for Milwaukee, Wisconsin.

5.6. Wording Conflicts

Should there be a conflict in wording between the Agreement and Vendor's RFP response, the Agreement shall prevail.

5.7. Standard Forms and Contracts

Any forms and contracts the Vendor(s) proposes to include as part of any agreement resulting from this proposal response between the vendor(s) and the Client must be submitted as part of this proposal. Any forms and contracts not submitted as part of the proposal and subsequently presented for inclusion may be rejected. Client reserves the right to accept or reject in whole or in part any form contract submitted by a vendor and/or to require that amendments be made thereto, or that an agreement drafted by the Client be utilized. This requirement includes, but is not limited to, the following types of forms: subcontractor, franchise, warranty agreements, maintenance contracts, third party licenses and support agreements. The Client will negotiate any and all contracts/agreements and prices/fees with the Vendor, if doing so is deemed in the best interest of the Client.

5.8. Grant of License

Vendor hereby grants to Client a nonexclusive, nontransferable, perpetual license to use the Software described in Exhibit <##> solely for internal business purposes on any central processing unit owned by Client and/or its designated service provider.

5.9. Use of Licenses by Personnel Who Are Not Employees

Client's consultants, contractors, external customers, and business partners may access and use the Software under the Client's direction.

5.10. Replication of Software

Client shall not copy Software for any purposes other than for back up, disaster recovery and/or testing. Client has the right to develop interfaces to, and/or database applications that integrate with, the licensed Software using Vendor's recommended database and development tools without voiding the maintenance and support terms or warranties herein.

5.11. Disaster Recovery & Disaster Recovery Testing

There will be no additional software license cost to process at another site in the event of a disaster that shuts down Client's primary location or for testing at the disaster recovery site.

5.12. Term and Termination Clause

In the event that either party shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the aggrieved party may notify the other party in writing via certified mail of such failure and demand that the same be remedied within thirty (30) business days. Should the defaulting party fail to remedy the same within said period, the other party shall thereupon have the right to terminate this Agreement by giving the other party thirty (30) days written notice. Notwithstanding the foregoing, due to lack of funding, the Client may at any time during the life of this Agreement, terminate same by giving thirty (30) days' notice in writing via certified mail to Vendor. In addition, if at any time a voluntary petition in bankruptcy shall be filed against the Vendor and shall not be dismissed within thirty (30) days, or if the Vendor shall take advantage of any insolvency law, or if a receiver or trustee of the Vendor's property shall be appointed and such appointment shall not be vacated within thirty (30) days, the Client shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate the contract by giving thirty (30) days' notice in writing of such termination.

5.13. Warranty

- A. Vendor represents and warrants that it has the right to grant the licenses set forth under this Agreement. Vendor further represents and warrants that it has good and marketable title to the Software sold hereunder free and clear from all liens, encumbrances, and claims of infringement of patent, copyright, trade secret or other proprietary rights of third parties. Vendor further represents and warrants that neither the Software in the form delivered by Vendor to Client, nor any modifications, enhancements, updates or upgrades thereto, nor the normal use thereof by Client, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party.
- B. In the event that any third party makes a claim or files a lawsuit challenging Client's right to use the Software, Vendor shall defend and indemnify Client and hold it harmless for any and all losses, liabilities, judgments, damages, awards and costs (including legal fees and expenses) arising out of said claim or lawsuit, and for any monies paid in settlement thereof. Provided, however, that Vendor shall have the sole and exclusive right to select and retain counsel for Client in connection with the defense thereof, and shall make all decisions relating to the conduct of the Client's defense and any settlement made on behalf of Client. In resolving any such infringement claim, Vendor shall, in its reasonable discretion, either procure a license to enable Client to continue to use the Software or develop or obtain a non-infringing substitute acceptable to Client at Vendor's cost.

- C. Vendor represents and warrants that the Software and related products as described with this Agreement will perform in accordance with all Documentation, Contract Documents, Vendor marketing literature, and any other communications attached to or referenced in this Agreement.
- D. Vendor represents and warrants that the Software and related products, including all modifications contracted under the terms of this Agreement, will meet the requirements of Client as set forth in the Contract Documents.
- E. Vendor represents and warrants that all Software products provided under this Agreement are compatible with and certified for use and operation in Client's operating environment. Furthermore, Vendor acknowledges that it has reviewed the hardware system ordered by Client and represents and warrants that such hardware system as defined in Exhibit <##> is sufficient for Client's current and reasonably projected use, including account and transaction volumes.

5.14. Year 2000 Warranty

The Vendor warrants that all Software for which the Vendor either sells or licenses to the Client and used by the Client after the calendar year 2000, includes or shall include, at no added cost to Client, design and performance so Client shall not experience Software abnormality and/or generation of incorrect results from the Software, due to date oriented processing, in the operation of the business of the Client.

The Software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any Client system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

5.15. Continuity of Warranty

Client may continue the Warranty protection described above by purchasing and paying for on-going Maintenance and Support Services described below. By doing so, all Warranty, Year 2000 Warranty, and Resolution and Response Time Warranty conditions included herein shall remain in effect, in perpetuity, as long as payments for Annual Maintenance and Support Fees are kept current.

5.16. Disclaimers and Limitations of Remedies

- A. Except as specifically stated in the Warranty section of this Agreement, the Software is Licensed "as is" without warranty of any kind, other than expressed or implied herein. In no event shall Vendor be liable for any indirect, special or consequential damages unless as otherwise stated herein, including, but not limited to, loss of anticipated profits, revenue or savings, arising from the use of or inability to use the Software or breach of any expressed or

implied warranty, even if Vendor or its agent has been advised of the possibility of such damages.

- B. In the event that the parties are unable to resolve differences, and after exhausting the terms and conditions of the Non-Performance Escalation Procedures clause herein, that may arise relating to this Agreement, all disputes arising from this Agreement shall be resolved through the courts of Milwaukee, WI, unless both parties agree to binding arbitration, which shall take place in Milwaukee, WI. If arbitration is agreed to, the arbitration shall be governed by the most recently published Commercial Arbitration Rules of the American Arbitration Association. Both parties agree to submit disputes to a single arbitrator acceptable to both parties. The arbitrator will be selected from a list compiled by the parties' respective legal counsels. Every person named on the list of potential arbitrators must be a neutral and impartial lawyer who has at least fifteen years specializing in the field of general commercial litigation and is knowledgeable about software. The arbitrator shall base its award on applicable law and judicial precedent and unless both parties agree, otherwise shall include in such award the finding of fact and conclusions of law upon which the award is based. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

5.17. Intellectual Property

All information, data, programs, publications and media created specifically for and paid for by the Client or as a result of the Services identified in this Agreement is the property of the Client unless otherwise noted, copyright protected, or defined or agreed to by both parties to this Agreement.

5.18. Indemnification

- A. To the fullest extent permitted by law, the Vendor shall indemnify, hold harmless, and defend the Client and its agents, employees, officers and successors, from and against any claims, causes of action, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting in any way from Vendor's performance of this contract, provided that such claim, cause of action, damage, loss or expense is attributable to bodily injury, sickness, disease, or death to any person, including employees or agents of the Vendor, subcontractor, or construction manager, or to injury to or destruction of tangible property including loss of use resulting there from, but only if caused in whole or in part by a negligent act or omission of the Vendor, a subcontractor, the construction manager, anyone directly or indirectly employed by them, or any for whose acts they may be liable, regardless of whether or not such claim, cause of action, damage, loss or expense is caused in part by a party indemnified hereunder. Vendor shall not be obligated to hold harmless, indemnify, or defend the Client or its agents, employees, officers, or successors if any claim, cause of action, damage, loss or expense arises from the sole negligence or fault of a party indemnified hereunder.
- B. Vendor shall assume the defense of the Client pursuant to the provisions of the paragraph above within thirty (30) days of receipt of written notice. Any legal cost or expense, including attorney's fees, incurred by the Client for enforcement of its rights under the paragraph above between the time by which Vendor should have assumed the Client defense and the time when Vendor assumes the Client's defense shall be reimbursed by Vendor. Any legal cost or expense, including attorney's fees, incurred by the Client in the successful prosecution of any litigation or arbitration seeking to enforce the provisions of the paragraph above or in negotiating a settlement of such claim, shall also be reimbursed by Vendor.

- C. Should the parties agree to submit claims, disputes, or other matters arising out of this Agreement to arbitration, they may do so only with written agreement of all parties, including the Client.

5.19. Patents, Copyrights, and Proprietary Rights Indemnification

The Vendor, at its own expense, shall completely and entirely defend the Client from any claim or suit brought against the Client arising from claims of violation of United States patents or copyrights resulting from the Vendor or the Client's use of any equipment, technology, documentation, and/or data developed in connection with the Services and Software (together the Solution) described in this Agreement. The Client will provide the Vendor with a written notice of any such claim or suit. The Client will also assist the Vendor, in all reasonable ways, in the preparation of information helpful to the Vendor in defending the Client against this suit.

In the event that the Client is required to pay monies in defending such claims, resulting from the Vendor being uncooperative or unsuccessful in representing the Client's interest, or in the event that the Client is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Vendor agrees to fully reimburse the Client for all monies expended in connection with these matters. The Client retains the right to offset against any amounts owed Vendor any such monies expended by the Client in defending itself against such claims.

Should a court order be issued against the Client restricting the Client's use of any portion of the Software related to the claim and should the Vendor determine not to further appeal the claim issue, at the Client's sole option the Vendor shall provide, at the Vendor's sole expense, the following:

- A. Purchase for the Client the rights to continue using the contested Software product(s) or portions thereof which may include purchase of a third party software product, or
- B. Provide substitute software products to the Client which are, in the Client's sole opinion, of equal or greater quality, or
- C. Refund all monies paid to the Vendor for the Solution subject to the court action. The Vendor shall also pay to the Client all reasonable losses related to the Solution and for all reasonable expenses related to the installation, implementation and conversion to the new Solution.

5.20. Insurance

The Vendor must have adequate insurance, for damage or loss, for all equipment and other valuables until such time as the Client receives good and clear title. In defining insurance coverage, the Vendor shall secure full replacement value for the system without the requirement that the Client be responsible for any payments or deductibles. In the event that it is necessary to make a claim under this policy, any funds received by the Vendor shall be used to secure replacement equipment for the Client.

The Client, at its option, may require the Vendor to provide certificates describing, to the satisfaction of the Client, evidence of proper (as required by the state of WI) workers compensation and liability insurance for all Vendor staff and representatives involved in the provision of Services by Vendor. The Client shall be named as a primary additional insured without any contribution from any insurance or self-insurance of Client, unless prohibited by WI Statutes.

The Vendor agrees to hold harmless and defend the Client and its agents, officials and employees from any liability, claim, or injury related to or caused by fault or negligence of Vendor employees or subcontractors. In order to demonstrate this responsibility, the Vendor shall furnish the Client with evidence of valid commercial general liability insurance coverage in the amount of one-million dollars (\$1,000,000) for each occurrence for personal injury (including death or dismemberment) and property damage related to or resulting from shipping, installation, operation, or removal of the proposed automated system. The insurance policy shall make clear this coverage of the Client installation. The Client shall be named as a primary additional insured without any contribution from any insurance or self-insurance of Client, unless prohibited by WI Statutes. The insurance policy shall be initiated prior to the installation of the system and maintained until Final Acceptance of the system by the Client according to the prescribed procedures. The Vendor shall furnish to the Client a copy of the insurance policy and all subsequent changes or updates. An endorsement or statement waiving the right of cancellation or reduction in coverage unless thirty (30) days prior written notice is given to the Client by registered or certified mail shall be included.

5.21. Insurance Coverage

As a condition of performing work for the Client, Vendor must provide satisfactory evidence of insurance coverage as follows:

- A. Commercial general liability of at least \$1,000,000;
- B. An umbrella policy equal to or greater than the value of the contract;
- C. Professional Liability or Errors and Omissions Insurance with the provision to purchase an unlimited tail and a limit equal to or greater than the value of the contract;
- D. Statutory workers compensation insurance with \$1,000,000 of Employers Liability for all sections.
- E. Technology and Internet Error and Omissions Liability of at least \$3,000,000

The coverage shall be the minimum amounts and shall not be diminished during the term of this Agreement and the Vendor shall provide copies of all certificates of insurance to the satisfaction of the Client as to coverage and content and shall maintain such coverages for at least three (3) years from the completion of the Services associated with this Agreement.

Other Requirements

Evidence of insurance coverage, required herein, is to be provided to us in ACORD Certificate Form 25 or 25-S or an equivalent form and must indicate:

- A. That Commercial General Liability insurance policy includes coverage for item specified in 10.A above.
- B. A Best's rating for each insurance carrier at B+VII or better.
- C. That the insurance company will provide thirty (30) days written notice of cancellation to the certificate holder and other words "endeavor to" and "but failure to mail such notice

shall impose no obligation or liability of any kind upon the company, its agents or representatives” do not apply or have been removed.

D. That the Client is additional insured on the General Liability policy certified,

Insurance Options

General Liability limits may be attained by individual policies or by a combination of underlying policies with umbrella and/or excess liability policies.

5.22. Limitation of Liability

- A. Limitations. If Client should become entitled to claim damages from Vendor for any reason (including without limitation, for breach of contract, breach of warranty, negligence, other tort claim, or replacement of a solution), Vendor will be liable only for the amount of Client's actual direct damages. In no event, however, will Vendor be liable to Client (in the aggregate for all claims made) for more than:
- i. Two (2) times the Value of the Agreement to the extent the Client's actual direct damages are a result of the failure to gain Conditional Acceptance of phases or milestones as defined in the Project Schedule or Final Acceptance of the Solution as a whole up until Client's Conditional Acceptance or Final Acceptance of the Solution, as the case may be; or,
 - ii. Following Final Acceptance of the Solution, Two (2) times the Value of the Agreement for the Client's actual direct damages that are a result of any other claim brought under the Agreement that arises thereafter.

For avoidance of doubt: (a) "Value of the Agreement" shall mean the one-time charges hereunder for Services and Software licenses, but excluding ongoing charges such as maintenance, (b) failure to gain Conditional Acceptance does not include a decision by the Client to not put the Software in production following successful User Acceptance Testing, and (c) at no point will clause (i) and (ii) be cumulative; Two (2) times the Value of the Agreement will apply through Final Acceptance, and thereafter will be reduced to Two (2) times the Value of the Agreement.

- B. No Liability for Certain Damages. In no event will Vendor or any person or entity involved in the creation, manufacture or distribution of any software, services or other materials provided by Vendor under the Agreement be liable for: (i) any damages arising out of or related to the failure of Client or its suppliers to perform their responsibilities; (ii) any claims or demands of third parties (other than those third party claims covered by the indemnification obligations stated herein; or (iii) any consequential, incidental, indirect, exemplary or punitive damages, even if Vendor has been advised of the possibility of such damages.
- C. Exclusions from Limitation; Survival. The foregoing limitations do not apply to the payment of settlements, costs, damages and legal fees referred to herein. The limitations of liability set forth herein will survive and apply notwithstanding any determination by a court of law that a limited or exclusive remedy for breach of warranty set forth in the Agreement is inadequate. The parties agree that the foregoing limitations will not be read so as to limit any liability to an extent that would not be permitted under applicable law.

5.23. Unlimited Liability for Software Vendor Infringement

The Vendor will reimburse Client for all costs related to infringement (not "finally awarded"). There shall be no limit of liability on behalf of the Vendor if the software is determined to be infringing.

5.24. Freedom of Information Act

Vendor acknowledges that Client is subject by law to responding to all Freedom of Information Act ("FOIA") requests. Vendor shall comply with the FOIA in all respects and shall not restrict or otherwise inhibit Client from complying.

5.25. Confidentiality

Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party; (c) information that a party can establish by reasonable proof was in that party's possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party; or (e) information that is subject to FOIA requests.

5.26. Title and Confidentiality

Title and full rights to the Software licensed under this agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies Client make, remain with Vendor. It is agreed the Software is the proprietary, confidential, trade secret property of Vendor, whether or not any portions thereof are or may be copyrighted, and Client shall take all reasonable steps necessary to protect the confidential nature of the Software, as Client would take to protect its own confidential information. Client further agrees that Client shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or subcontractors working for Client to whom such disclosure is necessary to the use for which rights are granted hereunder. Client shall appropriately notify all employees, agents, and subcontractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. The obligations imposed by this section upon Client, its employees, agents, and subcontractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this agreement if Client is required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to WI "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

5.27. Identification of Parties to the Agreement Clause

Both the Vendor and Client shall be clearly identified by name. Neither of the identified parties to the Agreement shall assign or encumber any of its rights, or delegate or subcontract any of its duties defined in the Agreement, in whole or in part, to other third parties unless the other party to the Agreement gives prior written consent. Subject to the foregoing covenant against assignment and

delegation, the rights created by the Agreement shall pass to the benefit of the identified party and the duties and obligations resulting from the Agreement shall bind the identified party and their respective successors and assignees.

5.28. Notices Clause

All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

1. Actually received, or
2. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party, or
3. If not actually received, 10 days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set out in the section of the Agreement titled "Identification of the Parties to the Agreement" or such other address as the party may have designated by notice or Agreement amendment to the other party, or
4. Upon delivery by the Client of the notice to an authorized Vendor representative while at Client site.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of the intended receiving party's new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Vendor	Client
<Contact Title>	<Contact Title>
<Address>	<Address>

5.29. Agreement Extension and Modification Clause

The Agreement may be modified or extended in accordance with the following procedures. In the event that all parties to the Agreement agree that such changes would be of a minor and non-material nature, such changes may be effected by a written statement that describes the situation and is signed, prior to the effectiveness, by all parties. In the event that the changes are determined by either or all parties to the Agreement to be of a major or complex nature, then the change shall be by formal amendment of the Agreement signed by the parties and made a permanent part of the Agreement.

Under no circumstances, however, shall any parties to the Agreement forfeit or cancel any right presented in the Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to the Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right. The payment of funds to the Vendor by Client should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

5.30. Contract Extension

If Vendor anticipates missing a milestone date identified in the Project Schedule, then Vendor must notify Client immediately so that a mutually acceptable revised milestone date can be agreed to.

Such revisions will not alleviate Client's right to Liquidated Damages in the event such a delay is caused by Vendor resulting in a delay of the Go Live date as defined in Project Schedule.

5.31. Changes in Agreement

The Agreement may be changed only upon the written agreement between Client's County Executive or designee and the Vendor.

5.32. Survival Clause

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Agreement.

5.33. Risk During Software Installation

Delivery of the Software shall be made in accordance with the Project Schedule referenced as part of this Agreement. Minor variances from this Project Schedule may be permitted subject to a mutual agreement by both parties and confirmed by prior written notice. The Software shall be installed and placed into good working order by representatives of the Vendor. During the time period where the Software is in transit and until the Software is fully installed in good working order, the Vendor and its insurer shall be responsible for the Software and relieve the Client of responsibility for all risk or loss or damage to the Software. In addition, Vendor shall hold the Client and its officers, employees and agents harmless from any risk of loss or damage arising out of occurrences during the installation of the Software.

5.34. Subcontractors

Vendors may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Vendor must obtain written prior approval from the Client for activities or duties to take place at the Client site. In using subcontractors, the Vendor agrees to be responsible for all of their acts and omissions to the same extent as if the subcontractors were employees of the Vendor.

5.35. Control of Sub-Contractor, Project Team and Project Manager Designation

The Vendor understands that the successful installation, testing, and operation of the Software that is the subject of this Agreement shall be accomplished by a cooperative effort. To most effectively manage this process, the Vendor shall designate a single representative to act as an ex-officio member of the Client's project management team ("Project Manager") and who shall have the authority to act on behalf of the Vendor on all matters pertaining to this Agreement.

Client shall have the right to approve all subcontractors, Project Manager, and staff assigned to Client by Vendor ("Designated Staff"). In the event that a Designated Staff of the Vendor is, in the opinion of the Client, uncooperative, inept, incompetent, or otherwise unacceptable, the Vendor agrees to remove such person from the project. In the event of such a removal, the Vendor shall, within thirty (30) days, fill this representative vacancy as described above. Regardless of whom the

Vendor has designated to fill this representative vacancy, the Vendor organization remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

5.36. Effect of Regulation

Should any local, state, or national regulatory authority having jurisdiction over the Client enter a valid and enforceable order upon the Client which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive the Client of a material part of its Agreement with the Vendor. In the event this order results in depriving the Client of material parts or raising their costs beyond that defined in this Agreement, the Client shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon thirty (30) days written prior notice to the Vendor. Should the Agreement be terminated under such circumstances, the Client shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

The Client shall not be charged for such compliance beyond the cost of the annual maintenance and support fees. The Client shall also not be charged for analysis, investigation, design, programming, conversion, or implementation of such compliance beyond the cost of the annual maintenance and support fees.

5.37. Assignments

Client and the Vendor each binds themselves, their partners, successors, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement. This Agreement or any part thereof shall not be assigned or subcontracted by Vendor without the prior written permission of the Client; any attempt to do so without said prior permission shall be void and of no effect.

The Vendor agrees not to assign, transfer, convey, sublet, or otherwise dispose of the Agreement or any rights, title, or interest created by the Agreement without the prior consent and written approval of the County Executive or designee and the Vendor.

5.38. Vendor as Independent Contractor

It is expressly agreed that the Vendor is an independent contractor and not an agent of Client. The Vendor shall not pledge or attempt to pledge the credit of Client or in any other way attempt to bind the Client.

The relationship of the Vendor to the Client shall be that of independent contractor and no principal agent of employer-employee relationship is created by the Agreement.

5.39. Advertisement

Vendor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the Client unless Vendor receives specific written authorization in advance from the County Executive. Vendor will limit and direct any of its advertising on the Client's premises and shall make arrangements for such advertising through the

County Executive. Vendor shall not install any signs or other displays within or outside of the Client's premises unless in each instance the prior written approval of the Client's County Executive has been obtained. However, nothing in this clause shall preclude Vendor from listing the Client on its routine client list for matters of reference.

5.40. Password Security

The Vendor warrants that no 'back door' password or other method of remote access into the Software code exists. The Vendor agrees that any and all access to any Software code residing on the Client's client/server must be granted by the Client to the Vendor, at the Client's sole discretion.

5.41. Project Schedule and Acceptance.

Vendor will develop a detailed project schedule that details both Vendor and Client's responsibilities, timeline for project activities, phases, milestones, and deliverables ("Project Schedule") in connection with Vendor's performance of the Services. The Project Schedule should be in sufficient detail to specify the deliverables, conversion, training, testing, acceptance, configuration, modification, integration, and live operation activities. Both Vendor and Client agree that a mutually agreeable Project Schedule will be submitted and approved by Client within thirty (30) days of the date the Agreement is signed by both parties ("Effective Date"). In the event Vendor is unable to provide the Project Schedule within thirty (30) days, Client will have at its option, the ability to terminate the Agreement and obtain all fees paid to Vendor. The Project Schedule will also include the criteria by which the software will be tested and accepted by Client.

5.42. Programming Services

Client may during the implementation period or thereafter require modifications, interfaces, conversion, report writing, etc., services from Vendor ("Customizations"). Vendor agrees to provide a written Change Order describing the work to be performed and estimating the costs for Client approval before any work is initiated by Vendor. Vendor will not exceed the costs set forth in the mutually agreed to Change Orders without justification, in writing, that is acceptable to the Client. No costs in excess of the estimates will be paid by Client unless approved in writing in advance of fee incurrence. All Customizations shall be subject to Acceptance Testing before payment is released by the Client. Acceptance of the Customizations resulting from each Change Order shall be per the Acceptance Testing clause herein.

5.43. Acceptance Testing

For purposes of acceptance of the Solution (or portions thereof), the parties intend to use the following staged acceptance procedure. All timeframes specified in the following procedures may be overridden by the Project Schedule.

- A. Written Deliverable: Vendor may submit interim drafts (stamped, noted or otherwise clearly marked "Draft") of a written deliverable to Client for review. Client agrees to review and provide comments to Vendor on each interim draft within ten (10) business days after receiving it from Vendor. Client will have the opportunity to review the written deliverable for an acceptance period of ten (10) business days after delivery of the final version (stamped, noted or otherwise clearly marked "Final Draft") of the written deliverable (the "Acceptance Period"). Client agrees to notify Vendor in writing by the

end of the Acceptance Period either stating that the written deliverable is accepted in the form delivered by Vendor or describing in reasonable detail any substantive deficiencies that must be corrected prior to acceptance of the written deliverable. If Vendor does not receive any such deficiency notice from Client by the end of the Acceptance Period, the written deliverable will be deemed to be accepted and an approved document marked "Approved" and dated will be provided to Client. If Client delivers to Vendor a timely notice of deficiencies and the items specified in the notice are deficiencies, Vendor will promptly correct the described deficiencies and return to Client for Acceptance. Client will not unreasonably withhold, delay or condition its approval of a final written deliverable.

Vendor is responsible for tracking status of each deliverable including but not limited to the date in which it was submitted to the Client and date returned.

- B. Software Deliverable: Acceptance testing is an iterative process designed to determine whether each component of the Software combined with related Services delivered by Vendor ("Software Deliverable") performs the functions described in the Contract Documents and to discover and remove material deviations where the Software Deliverable does not substantially perform the functions described in the Contract Documents ("Defects") through repeated testing cycles. In the event of conflicts between Contract Documents and Application Software Documentation the Contract Documents will prevail.

Vendor will work with the Client and make a good faith effort to develop a test plan with the requisite details, understanding the level of detail required may change depending on the complexity of the requested Software Deliverable and to test each Software Deliverable (the "Acceptance Tests" or "Acceptance Testing").

1. The "Acceptance Test Period" for each Software Deliverable will be ten (10) business days unless an alternate time is mutually agreed upon between Vendor and Client per the Project Schedule. The Acceptance Test Period for each Software Deliverable will start within ten (10) business days, unless an alternate start date is mutually agreed upon by Vendor and Client per the Project Schedule, after the Software Deliverable is installed at Client's designated site and Vendor has successfully completed Vendor's installation test and notified Client that the Software deliverable is "Ready for Acceptance Testing." Vendor will not be obligated to deliver a Software Deliverable to Client until Client demonstrates the readiness of the target technical platform and environment.
2. If Client determines during the Acceptance Test Period that the Software Deliverable contains a Defect, Client will promptly send Vendor a written notice reporting the alleged Defect describing it to Vendor in sufficient detail reasonably necessary for Vendor to recreate it. Vendor will modify the Software Deliverable to remove the reported Defect and will provide the modifications to Client for re-testing. Client will then re-test the modified portions of the Software Deliverable promptly after receiving the modifications from Vendor. In such a case, Vendor and Client will mutually agree upon an updated Acceptance Test Period.
3. By the end of the Acceptance Testing Period Client will provide Vendor with a final written list reporting any outstanding Defects (the "Punch List"). Client will then have ten (10) business days after the receipt of the modifications to re-test

the modified Software Deliverable to confirm that the Defects that were reported on the Punch List have been removed. If any Defects that were reported on the Punch List have not been removed, Client will provide Vendor with written notification by the end of the retesting period reporting any such Defects. In such event, the procedures set forth in this section will be repeated for the remaining Defects on the Punch List.

4. Vendor and Client each agrees to work diligently to achieve acceptance of Software Deliverable at the earliest possible date.
- C. "User Acceptance Testing" shall mean testing of each Phase identified in the Project Schedule using the process defined above for Software Deliverable.
- D. "Conditional Acceptance" will occur upon the earlier of correction of Defects reported as part of User Acceptance Testing of the Phase, or Go-Live of the Phase. There will be a Conditional Acceptance for each Phase; Conditional Acceptance after the final Phase constitutes Conditional Acceptance of the entire Solution. Unless the Project Schedule determines otherwise, the Acceptance Test Period for User Acceptance Testing will be ten (10) calendar days, Vendor and Client will work diligently to put the Phase into Go Live operations.
- E. "Final Acceptance" involves use of the Solution in totality in production operations for a period of sixty (60) calendar days, provision of all Services by Vendor, and completion of the Phases and/or the Software previously tested and meeting Conditional Acceptance. If after sixty (60) calendar days the Solution performs without Defects, the Client and the Vendor will both issue and execute a "Final Acceptance" of the Solution. The sixty (60) day time frame for Final Acceptance will stop if Defects are found during production use and prevent further production use of the Software. The Final Acceptance process will resume on the date the Defect is confirmed as fixed and will continue for the remainder of the sixty (60) day time frame. There will be a Final Acceptance for each Phase; Final Acceptance after the final Phase constitutes Final Acceptance of the entire Solution.

5.44. Professional Services Warranty

- A. Vendor agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. Vendor agrees that, at all times, the employees of Vendor furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.
- B. Vendor agrees that all persons working for or on behalf of Vendor whose duties bring them upon the Client's premises shall obey the rules and regulations that are established by the Client and shall comply with the reasonable directions of the Client's officers. The Client may, at any time, require the removal and replacement of any of Vendor's employees for good cause.
- C. Vendor shall be responsible for the acts of its employees and agents while on the Client's premises. Accordingly, Vendor agrees to take all necessary measures to prevent injury and loss to persons or property located on the Client's premises. Vendor shall be responsible for all damages to persons or property caused by Vendor or any of its agents or employees. Vendor shall promptly repair, to the specifications of the Client, any damage that it, or its

employees or agents, may cause to the Client's premises or equipment; on Vendor's failure to do so, the Client may repair such damage and Vendor shall reimburse the Client promptly for the cost of repair.

- D. Vendor agrees that, in the event of an accident of any kind, Vendor will immediately notify the Client's contact person and thereafter, if requested, furnish a full written report of such accident.
- E. Vendor shall perform the services contemplated in the Agreement without interfering in any way with the activities of the Client's staff or visitors.
- F. Vendor and its employees or agents shall have the right to use only those facilities of the Client that are necessary to perform services under this Agreement and shall have no right to access any other facilities of the Client. The Client shall also extend parking privileges to properly identified members of Vendor's full-time staff on the same basis as they are extended to the Client's staff.
- G. The Client shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of Vendor or its employees or subcontractors.

5.45. Ineffective Training

Vendor will submit to Client an agenda in advance of any training sessions to be covered with the key materials provided during the course of the training. Further, Vendor will provide to Client details associated with the layout of the training facility, computer requirements, as well as all associated media necessary to deliver the course. Client will conduct a rating of the course after its completion and communicate the results of this rating to Vendor for future class improvements. In the event that Client asserts in good faith that any Vendor training consultant lacks the skill or capacity to adequately train Client's staff, Vendor shall replace such training consultant as soon as reasonably possible. If Client notifies Vendor within thirty (30) business days of the completion of said training, that in Client's reasonable judgment the training sessions provided by such training consultant were inadequate or ineffective, then Vendor shall provide a credit in training days to Client for all such training sessions.

5.46. Subcontracts

The Vendor agrees not to subcontract any of the work required by this Agreement without the prior written approval of the Client's County Executive or designee. The Vendor agrees to be responsible for the accuracy and timeliness of the work submitted in the fulfillment of its responsibilities under this Agreement.

5.47. Non-Performance Escalation Procedures

In the event that the Client determines that Vendor is not performing in a manner consistent with the intent and spirit of this Agreement or in a manner consistent with commonly accepted business practices, then the Client shall have the right to, in the sequence shown: (a) formally notify Vendor of non-performance, (b) reserve the right to withhold any and all payments pending, including support and maintenance fees, until the non-performance is corrected, (c) request a joint meeting of Vendor

and Client decision makers to attempt to resolve the non-performance, (d) require a Vendor employee to be on-site at Client's location until the non-performance is resolved, (e) request arbitration in Milwaukee, WI per terms of the American Arbitration Association or at Client's sole option, commencing suit in the County Circuit Court, the venue of which is agreed to by Vendor, (f) invoke the Termination clause herein.

5.48. Force Majeure Clause

Timely performance is essential to the successful initial implementation and ongoing operation of the network described herein. However, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure.

5.49. Force Majeure Requisites

Force majeure shall not be allowed unless:

- A. Within thirty (30) calendar days of the occurrence of force majeure, the party whose performance is delayed thereby shall provide the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.
- B. Within thirty (30) calendar days after the cessation of the force majeure event, the party whose performance was delayed shall provide the other party written notice of the time at which force majeure ceased and a complete explanation of all pertinent events pertaining to the entire force majeure situation.

5.50. 120 Day Maximum

Under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) days from the scheduled delivery or completion date of a task, unless by prior [to the end of the one hundred-twenty (120) day period] written approval is received from the other party. Failure to secure this written prior permission, even in the case of force majeure, shall constitute default by the party failing to meet the requirement.

5.51. Right of Cancellation

Either party shall have the right to cancel the Agreement if force majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. If a cancellation due to a force majeure occurs before title passes to the Client, the Vendor may keep any parts of the system as it can salvage, but must remove same at its own expense. If cancellation occurs due to a force majeure after title passes to the Client, the system shall remain with the Client and the Vendor shall be entitled to any such payments as have accrued according to the payment schedule.

5.52. Liquidated Damages

Failure on the part of the Vendor to complete critical project milestones as established in the Project Schedule may result in liquidated damages being imposed on the Vendor by the Client for breach of

contract and for non-compliance. The milestones will be defined in the Project Schedule and extent of damages will be \$500 per day for each day the project Go Live date as defined in the Project Schedule is extended.

5.53. Pricing

All prices for Vendor's Software and Services hereunder are firm for the term of the Agreement. The Client shall pay Vendor for satisfactory performance of the Software and Services specified in this Agreement, the sums in accordance with Vendor's response to Client's RFP, this Agreement and any related addenda. Client reserves the right to delay the purchase of Software components ("Modules") and related Services. The Modules subject to this price protection are included in Exhibit <##>.

5.54. Change Orders

The Project Managers appointed pursuant to this Agreement will meet periodically to review the Project Schedule. Changes to the scope of the project including additional Software and Services may be proposed by either party, and if accepted by the parties, the proposed changes shall be reduced to a written document, inclusive of any applicable pricing changes ("Change Order"). Written approval signed by a duly authorized representative of each of the parties of such Change Order must be obtained prior to the provision of any products or services related to such Change Order.

Vendor shall provide to Client a written quotation for any changes in this Agreement, including Software, Services, Customizations, etc. Each Change Order shall be reviewed and approved by Client, and shall be subject to the requirements in the section.

5.55. Payment Terms

It is expected that certain payments will be made to Vendor by Client upon delivery of the Software with additional payments made for Software and Services based on specific project milestones as defined in the Project Schedule.

Vendor shall invoice **Client** for the Total Amount on Exhibits <##> and <##> according to the following payment schedules:

Software

- 50% Due upon Contract Execution
- 15% Due upon initial Software installation
- 20% Due in installments based upon Conditional Acceptance of each Software module
- 15% Due upon Final Acceptance

Services

- 75% Due in installments based on Conditional Acceptance of Milestones as defined in the Statement of Work
- 25% Due upon Final Acceptance

Customizations

- 25% Due as incurred upon completion of design
- 50% Due upon Conditional Acceptance of Modification
- 25% Due upon Final Acceptance

Maintenance and Support Services

- First year maintenance and support services fee due upon Final Acceptance

Vendor shall submit to the Client an invoice in a form agreeable to the Client. The invoice shall be accompanied by such supporting documentation as required by the Client.

5.56. Right to Withhold Payment

If the Vendor breaches any provision of this Agreement, the Client shall have a right to withhold all payments due to the Vendor until such breach has been fully cured.

5.57. Travel Expense Reimbursement

All travel expense costs must be included in the Vendor's fixed price cost. Client will not make a separate payment for reimbursable expenses. Per Force Majeure, Client shall not be liable for additional travel costs incurred due for any reason outside Vendor's control.

5.58. Funding Out

This Agreement shall terminate at such time, if any, that the Board of Supervisors fails to appropriate sufficient sums in the budget year for which the Agreement applies to pay the amount due.

5.59. Non-Collusion

Vendor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm, employee of the Client, or other person or entity concerning the obtaining of this Agreement. In addition, Vendor agrees that a duly authorized Vendor representative will sign a non-collusion affidavit, in a form acceptable to Client that Vendor has not received from Client any incentive or special payments, or considerations not related to the provision of the Software and Services described in this Agreement.

5.60. Conflict of Interest

The Vendor shall not employ as a director, officer, employee, agent, or subcontractor any elected or appointed official of the Client or any member of his/her immediate family.

5.61. Maintenance and Support Services

For as long as Client pays the maintenance and support fees delineated in Exhibit <##>, Vendor will provide Client with maintenance and support services ("Extended Services") with respect to the Software. Such Extended Services shall consist of the following:

- A. Vendor shall provide maintenance for the Software necessary to insure its operation in material conformance with all Documentation, Contract Documents and all representations and warranties set forth herein.
- B. Vendor shall provide Client with any revisions, updates and enhancements of the Software, together with related documentation, during the period in which enhancement and support services under this Agreement are furnished.
- C. Vendor agrees that the rates specified for Extended Services shall remain in effect for a period of minimally two (#) years from initial contract signing.
- D. Vendor agrees not to assign its Extended Services obligations as contemplated herein, without prior written authorization of Client, which will not be unreasonably withheld. Vendor will not utilize subcontractors for any Extended Services provided herein without the express written authorization of Client.

5.62. Annual Maintenance and Support Fees

Annual maintenance and support fees shall not be increased by an annual average percentage greater than the annual Consumer Price Index (CPI) for the Midwest region or three (3) %, whichever is less, for as long as annual support fees are paid and the license agreement between the Client and the Vendor is in effect.

Vendor agrees to send an itemized invoice to the Client at least 90 days before maintenance is up for renewal.

5.63. Resolution and Response Time Warranty

Vendor warrants that all Resolution and Response Times delineated below shall be adhered to as follows, as determined by the Vendor's Project Manager:

Priority 1 support issues are defined as: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given.

- Response to first call time limit – within one (1) business hour.
- Resolution time limit – Vendor shall use its best efforts to resolve within one (1) business day.
- If Vendor and Client are on a support telephone call to resolve a Priority 1 support issue at the time that normal support hours end, Vendor support representatives will remain on the call past the normal support hours to provide what assistance can be provided at no additional cost. Client acknowledges that programmers will not be available at that time.
- Penalty for not adhering to time limits - Client shall receive a ten (10) % credit against the annual maintenance and support fees, per incident.

Priority 2 support issues are defined as: Critical Issue – Software is not down, but operations are negatively impacted.

- Response to first call time limit – within two (2) business hours.
- Resolution time limit – Vendor shall use its best efforts to resolve within two (2) business days.

- Penalty for not adhering to time limits - Client shall receive a five percent (5%) credit against the annual maintenance and support fees, per incident.

Priority 3 support issues are defined as: Non-Critical Issue – resolution period to be mutually agreed upon.

- Response to first call time limit – within eight (8) business hours.
- Resolution time limit – Vendor shall use its best efforts to resolve within four (4) business days.
- Penalty for not adhering to time limits - Client shall receive a two percent (2%) credit against the quarterly Support fees, per incident.

5.64. Termination of Annual Maintenance and Support

Client may cancel maintenance upon thirty (30) day notification to the Vendor.

Maintenance may be reinstated by the Client at an amount not to exceed the back fees that would have been due if maintenance/support had not been dropped. In the event of reinstatement of Maintenance, the Client shall not be forced to move to a new license model and no upgrade fees for licenses already purchased shall be charged by Vendor.

The Vendor shall give the Client at least twelve (12) months' notice before unilaterally canceling maintenance. In addition, the Vendor shall continue to support the software/product as long as it is supporting such Software for other customers of Vendor.

5.65. Source Code Escrow

Vendor shall place Source Code for the Software modules licensed by the Client in escrow with an independent third-party (with whom a separate Escrow Agreement will be entered into by Vendor at no additional cost to Client). The Source Code shall be kept current with the releases and versions of the Software in live use at the Client. The Source Code shall revert to Client for Client's use if Vendor files for bankruptcy or protection from creditors in a court of law. Client shall then have full rights to use source code for any purposes other than resale.

Vendor will provide appropriate source code to the Client in a timely manner in the event that the Vendor goes out of business or no longer supports the Software being licensed. The same applies if the Vendor is merged or acquired and the Software is no longer supported. Once the Client obtains the source code, it will be a perpetual license, and there will be no additional fees due, even if additional licenses are deployed.

5.66. Video and Audio Recording

Client reserves the right to record video and/or audio of any and all training sessions, whether held at Client site, Vendor site, or via teleconference. Use of such recordings shall be strictly for Client staff training purposes.

5.67. Federal and State Mandated Changes

Vendor shall supply Client with all federal and state mandated changes to Vendor's Software. Vendor will make a good faith effort to provide Client with these changes within sixty (60) days of their enactment dates prescribed by the aforementioned bodies. In the event that Vendor is unable to supply these changes within sixty (60) days of the enactment, Client will be credited a prorated share of the annual maintenance and support fee for every week Vendor is tardy in delivering the required change.

5.68. Future Releases/Upgrades

Client shall be entitled to future releases and upgrades, whether of a "minor" or major" nature, of Vendor Software for no additional cost beyond the annual maintenance and support fees delineated in Exhibit <##>.

5.69. Solution Longevity

The Vendor certifies that the Software will remain available and fully supported by Vendor for a minimum of twelve (12) years from the date the Agreement is signed and that any material changes to Vendor's company or products will not affect the Client's implementation, maintenance or support of the Software as long as Client pays the annual maintenance and support fees.

5.70. Successor Software Products

In the event Vendor makes available successor software products with substantially similar functionality as the Software which may be based on a new technical architecture ("Successor Products") within twelve (12) years of contract signing, Client may transfer the license for the Software to the Successor Products for no additional Vendor license fees. In such event, Client shall pay the then-current annual maintenance and support fees for the Successor Products, in addition to any services and/or third party fees associated with the Successor Products.

5.71. Functionality Replacement

The Client maintains the rights to the Software functionality that is licensed herein, even if that functionality later gets renamed or rebundled by Vendor.

5.72. Right to Outsource

Software licensed to Client may be used by a third-party vendor hired by Client to perform outsource services on Client's behalf.

5.73. Vendor Merger or Acquisition

In the event that the Vendor is merged or acquired, the acquiring entity shall honor all of the terms of the existing contract for ten (10) years or until the end of the present Agreement term, whichever is longer.

5.74. Equal Opportunity Employment/Nondiscrimination Policy

It is the policy of the Client that all vendors who provide goods and services to the Client by contract, shall, as a condition of providing goods and services, adhere to all Federal, State and Local laws, ordinances, rules and regulations, and policies, and if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following:

- The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and rules adopted thereunder.
- The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USCA § 12101 et seq.), as amended, and regulations promulgated thereunder.
- The Older American's Act (OAA), 1965, as amended.

Vendor shall, as a condition of providing Software and Services, as required by law and/or the Client's Equal Opportunity Employment/Nondiscrimination Policy, not discriminate against persons to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

Where there has been a conclusive finding that Vendor has violated Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies, Vendor shall be barred from providing goods and services to the Client for five (5) years from the date that a determination of the violation has been made in accordance with applicable statutes, ordinances, rules/regulations, or policies or from the date that such determination becomes known, unless a specific exemption is granted by the Client's governing body.

Any violation of Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which Vendor is providing Software or Services to the Client shall be regarded as a material breach of the Agreement between the Client and the Vendor, and the Client may terminate such Agreement effective as of the date of delivery of written notification to the Vendor.

Any employee of Vendor providing goods and services to the Client under his Agreement, or any employee of a subcontractor of Vendor providing goods and services to the Client under this Agreement, or any bona fide organization representing such employees may file a written complaint with the governing body or its designated agent, if any, challenging the compliance by Vendor with the terms of this policy, the governing body or its designated agent shall then conduct an investigation to determine whether the policy has been violated.

Any Vendor found to have retaliated in violation of a Federal or State law against an employee for filing a claim of violation of Federal, State, or Local equal opportunity statutes, ordinances,

rules/regulations, or policies shall be ineligible to provide any goods or services to the Client for a period of five (5) years from the date of such finding.

5.75. County Right of Access and Audit

Pursuant to Section 56.30(6)(e) of the Milwaukee County Code of General Ordinances, the Contractor, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor related to the performance of the Contract for a period of up to three years following the date of last payment. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. Any and all county contracts and solicitations for contracts shall include a statement that the contractor and any subcontractors understand and will abide by the requirements of this chapter.

5.76. County Fraud Hotline

The Contractor agrees to prominently post in locations accessible to its employees County-provided bulletins concerning the County Fraud Hotline.

6 Contract Terms & Conditions Compliance Checklist

#	Title	Comply	Exception	Not Comply
5.1.	Scope of Agreement			
5.2.	Documentation			
5.3.	Incorporation by Reference			
5.4.	Entire Agreement Clause			
5.5.	Applicable and Governing Law Clause			
5.6.	Wording Conflicts			
5.7.	Standard Forms and Contracts			
5.8.	Grant of License			
5.9.	Use of Licenses by Personnel Who Are Not Employees			
5.10.	Replication of Software			
5.11.	Disaster Recovery and Disaster Recovery Testing			
5.12.	Term and Termination Clause			
5.13.	Warranty			
5.14.	Year 2000 Warranty			
5.15.	Continuity of Warranty			
5.16.	Disclaimers and Limitations of Remedies			
5.17.	Intellectual Property			
5.18.	Indemnification			
5.19.	Patents, Copyrights, and Proprietary Rights Indemnification			
5.20.	Insurance			
5.21.	Insurance Coverage			
5.22.	Limitation of Liability			
5.23.	Unlimited Liability for Software Vendor Infringement			
5.24.	Freedom of Information Act			
5.25.	Confidentiality			
5.26.	Title and Confidentiality			
5.27.	Identification of Parties to the Agreement Clause			
5.28.	Notices Clause			
5.29.	Agreement Extension and Modification Clause			
5.30.	Contract Extension			
5.31.	Changes in Agreement			
5.32.	Survival Clause			
5.33.	Risk During Software Installation			
5.34.	Subcontractors			
5.35.	Control of Sub-Contractor, Project Team and Project Manager Designation			
5.36.	Effect of Regulation			
5.37.	Assignments			
5.38.	Vendor as Independent Contractor			
5.39.	Advertisement			
5.40.	Password Security			
5.41.	Project Schedule and Acceptance.			

#	Title	Comply	Exception	Not Comply
5.42.	Programming Services			
5.43.	Acceptance Testing			
5.44.	Professional Services Warranty			
5.45.	Ineffective Training			
5.46.	Subcontracts			
5.47.	Non-Performance Escalation Procedures			
5.48.	Force Majeure Clause			
5.49.	Force Majeure Requisites			
5.50.	120 Day Maximum			
5.51.	Right of Cancellation			
5.52.	Liquidated Damages			
5.53.	Pricing			
5.54.	Change Orders			
5.55.	Payment Terms			
5.56.	Right to Withhold Payment			
5.57.	Travel Expense Reimbursement			
5.58.	Funding Out			
5.59.	Non-Collusion			
5.60.	Conflict of Interest			
5.61.	Maintenance and Support Services			
5.62.	Annual Maintenance and Support Fees			
5.63.	Resolution and Response Time Warranty			
5.64.	Termination of Annual Maintenance and Support			
5.65.	Source Code Escrow			
5.66.	Video and Audio Recording			
5.67.	Federal and State Mandated Changes			
5.68.	Future Releases/Upgrades			
5.69.	Solution Longevity			
5.70.	Successor Software Products			
5.71.	Functionality Replacement			
5.72.	Right to Outsource			
5.73.	Vendor Merger or Acquisition			
5.74.	Equal Opportunity Employment/Nondiscrimination Policy			
5.75.	County Right of Access and Audit			
5.76.	County Fraud Hotline			

6.1 Contract Terms and Conditions – Exception Explanations

For all items marked as “Exception” in the Agreement Terms and Conditions Compliance Checklist, a vendor must fully explain the exception on the Exception Explanations form below.

Exception Explanations		
#	Title	Explanation of Exception

7 Proposal Forms

7.1 Introduction

This section contains various forms that should be prepared and submitted along with the vendor's proposal. The intent of providing such forms is to ensure comparability between proposals. Included in this section are the following forms:

- Proposal Signature Form
- Non-Collusion Affidavit
- Minimum Criteria
- Company Background Form
- Technical Requirements Form
- Vendor Hosting Form
- Project Management Approach Form
- Report Development Form
- Training Form
- Staffing Plan Form
- Ongoing Support Services Form
- Client Reference Form
- Pricing Forms
- Disadvantaged Business Enterprise (DBE) Requirements and forms
- Insurance and Indemnity Acknowledgement Form
- EEOC Compliance
- Commitment of Compliance to Minimum Wage

7.2 Proposal Signature Form

The undersigned, as authorized proposal responder, declares that he/she has carefully examined all the items of the Specifications and Instructions herein that he/she fully understands and accepts the requirements of the same, and he/she agrees to furnish the specified items and will accept, in full payment therefore, the amount specified below. The proposal responder will identify below its business entity as individual, DBA, partnership, corporation (foreign or domestic), and will indicate the official capacity of person(s) executing this proposal.

Proposals shall include installation services, and the successful respondent shall obtain all required permits and pay fees required.

State payment terms:

State term proposal is held firm for:

State warranty on equipment:

State maximum time required for shipping, F.O.B. Milwaukee, WI:

PROPOSAL: ERP System Selection

\$ _____
(Total price written)

\$ _____
(Total figure – as noted on the Proposal Pricing Forms - Subtotal (Required Components))

Firm Name: _____

Date: _____

Address: _____

Telephone: _____

Signature: _____

(Person executing response and official capacity)

(Names of principal officers:
designate official capacity)

(If partnership or assumed name,
indicate name of owners)

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

7.3 Non-Collusion Affidavit

**THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF
THE VENDOR AND FURNISHED WITH EVERY PROPOSAL
NON-COLLUSION AFFIDAVIT**

STATE OF: _____

County OF: _____

TAX ID NUMBER: _____

_____, being duly sworn, deposes and says he/she is the _____ (Name) (Title)

Of _____ the proposal responder that has
(Company)

submitted to the **County** a proposal for a **ERP System Selection** all as fully set forth in said proposal and that except as specified below, the aforementioned proposal responder constitutes the only person, firm, or corporation having any interest in said proposal or in any contract, benefit, or profit which may, might or could accrue as a result of said proposal, said exceptions being as follows:

(If no exceptions, please state)

Vendor further states that said proposal is, in all respects, fair and is submitted without collusion or fraud; and that no member of the **County** is directly or indirectly interested in said proposal.

(Affiant)

SWORN TO and subscribed before me, a Notary Public, in and for the above named State and City

this _____ day of _____, _____.
(Day) (Month) (Year)

(Notary Public)

7.4 Minimum Criteria

As noted in section 1.7 of this RFP, proposed solutions **MUST** meet all of the following requirements. **Proposals not meeting these requirements will be rejected.** Vendors should acknowledge acceptance of these terms and include the following checklist in their RFP response.

Minimum Criteria	Yes/No
<ul style="list-style-type: none"> • Minimum Client Software Installations Must have provided software for at least three municipalities of similar size and complexity. 	
<ul style="list-style-type: none"> • RFP Response RFP response is submitted by the due date and time. 	
<ul style="list-style-type: none"> • Response Authorization The RFP response is signed by an authorized company officer. 	
<ul style="list-style-type: none"> • Response Completeness Vendor complied with all instructions in the RFP and provided a response to all items requested with sufficient detail, which provides for the proposal to be properly evaluated. In addition vendor has proposed to comply with the County’s required Disadvantaged Business Enterprise goal for the RFP or has demonstrated a Good Faith Effort to meet the goal. Any deficiencies in this regard will be determined by the County’s Purchasing Director to be either a defect that the Director will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP. 	
<ul style="list-style-type: none"> • PCI Compliance Where applicable, the vendor shall certify in its Proposal that it meets Payment Card Industry (PCI) Data Security Standards (DSS), and if recommended for award, shall illustrate compliance. 	

7.5 Company Background Form

Vendor name:	
Software brand name:	
Software version proposed (years in production):	
Is vendor prime contractor:	Yes <input type="checkbox"/> No <input type="checkbox"/>

1.	What are the key differentiators of your company and its proposed solution?
2.	What awards has your company or proposed solution obtained that are relevant to this project?
3.	What documentation is available from an independent source that positively promotes either the company or products the vendor is offering?
4.	What strategic alliance have you made to further strengthen your product and services?
5.	How do you guarantee the services provided by your company?
6.	What are your near-term and long-term goals, and the strategies to reach these goals?
7.	What is your niche in the marketplace and your preferred customer size?
8.	Please describe the level of research and development investment you make in your products (i.e. – annual budget, head count, etc.).
9.	Please describe how the sales cycle is linked to the product development cycle.
10.	Please describe your commitment to providing solutions for the public sector marketplace.

11.	Please describe your portal strategy.		
12.	How many fully operational customer installations of the version proposed in this RFP, currently in production, has the vendor completed?		
		Wisconsin	Nationally
	Local government		
	Municipal Transit		
	Other public sector		
	Other non-public sector		
	Overall:		
13.	How many fully operational customer installations, in total, has the vendor completed?		
		Wisconsin	Nationally
	Local government		
	Municipal Transit		
	Other public sector		
	Other non-public sector		
	Overall:		
14.	How many current system implementations of your solution are <i>in-process</i> within both the State of Wisconsin and the region of the Country that includes the State of Wisconsin?		
		Current in-process Implementations	
	State of Wisconsin		
	Region		
	Total:		
15.	Please state the year the vendor started in the business of selling the proposed solution to local governments:		
16.	Where is the vendor's closest support facility/sales office to Milwaukee, WI?		
17.	Where is the vendor's company headquarters?		
18.	Please list the vendor's sales in the previous three years:		
		Year	Sales
		2013	
		2014	
		2015	
19.	How many total employees does the vendor have in each of the following categories:		

		Area	Number	
		Sales/Marketing		
		Management/Administration		
		Help Desk Staff		
		Development Staff		
		Other		
		Total:		
20.	What is the vendor's hourly rate for implementation assistance beyond that which is included in the vendor bid by skill set?			
		Rates for Additional Implementation Assistance		
		Skill Set	Hourly Rate	
			\$ / hr.	
			\$ / hr.	
			\$ / hr.	
21.	What would be the vendor's preferred comparably sized, site visit location?			

7.6 Technical Requirements Form

1.	Identify the communication protocols and networking requirements that are required for implementation and operation of the proposed system. In the event that there are multiple communication systems and/or protocols available, list all options. Take into account the County's current WAN and remote computing requirements and indicate what changes are required or recommended.
2.	What database are you proposing?
3.	Does your proposal contain or envision the use of a data warehouse? If yes, describe your data warehousing capabilities and architecture.
4.	Describe the system administration tools that are used to manage the application including any data archival tools, tools for managing application updates, online help management tools, etc.
5.	Describe the network management systems that either your system uses, interoperates/integrates with, or you recommend. Please specify.
6.	Describe what, if any, footprint (e.g. local software artifacts such as DLLs) exists on the user's desktop.
7.	Describe the minimum hardware, software, storage, memory, operating system and other requirements for desktop computers to access the application such that the County can determine the extent to which existing computers must be upgraded or replaced.

8.	Please describe the physical and technical preferences for a user acceptance testing (UAT) environment?
System Performance	
9.	System response time must not impede the ability for departmental staff to perform their required job functions using the system. Will your system be available 99.5% of the time, except for planned downtime?
10.	Can you guarantee a 3-second maximum response time?
11.	What are your guarantees on system performance?
Security	
12.	Describe the identification and authorization capabilities of your proposed solution for users.
13.	Describe how your system interoperates with Active Directory.
14.	Describe the security audit capabilities of your proposed solution.
15.	What functions does your proposed system have to protect the privacy of information designated "private" (e.g. personally identifiable, SSN, credit card, ACH, HIPAA, etc.) that it processes or stores?
16.	What will you do to address vulnerabilities in your product discovered subsequent to us deploying your code? In what time interval will they be fixed (Critical & non-critical)? At what cost to the County?
17.	What is your process for notifying the customer and fixing bugs once they have been identified?

7.7 Vendor Hosting Form

1.	Will your company host the solution or will this be managed by a third party?
2.	Where are the data center and storage facilities?
3.	Please provide the total number of clients and corresponding number of end-users of hosted solutions currently supported by your proposed solution.

4.	Does the system interface support a browser interface with or without the help of additional components?
5.	How are hosted software applications deployed for use by numerous customers (dedicated servers for each hosted customer, or is a single set of applications utilized for all customers)?
6.	What system/application availability and response time will your proposed system meet? What are the County's responsibilities to ensure this level of performance?
7.	How do you track monthly usage for subscription-based services?
8.	How much notification will you give the County in advance of any scheduled downtime?
9.	Where would local support be located for a client in Milwaukee, WI?
10.	Are support calls included in annual maintenance fees, or charged on a per call basis? If on a per-call basis, please specify rates and billing method
11.	Please describe the minimum commitment term (in years) for a vendor-hosted option and note the term assumed for determining the proposed costs.

7.8 Project Management Approach Form

1.	How does the vendor plan to manage the vast amount of material that is produced during the project through potential solutions such as a collaboration environment?
2.	Provide specific information on project close-out activities to transition support to the County.
3.	How will project management be resourced?

7.9 Report Development Form

1.	What is the query tool and report writer that the vendor is proposing?
2.	What is your definition of a report?

3.	What reports are available out of the box? Provide a list and samples at the end of this section.
4.	Describe your process for determining the scope of what reports will have to be developed (not out-of-the-box) and what effort it will take to develop and test them?
5.	It is expected that the system will provide the ability for end-user querying and reporting to be performed without impacting the performance of the transactional system. Does your proposal meet this expectation?

7.10 Training Form

1.	What is your recommended approach to training (End-user vs. train the trainer), for this County, and why?
2.	What types of training documentation will be developed by the vendor?
3.	What additional tools will be used in developing the training material?
4.	Describe the opportunities for ongoing training.
5.	Describe the vendor's ability to provide online training material versus classroom training.

7.11 Staffing Plan Form

1.	Identify the degree to which vendor staff will be onsite versus off-site during the project.																				
2.	Provide the resource and configuration requirements for the vendor's staff during the implementation:																				
	<table border="1"> <tr> <td>Number of workstations</td> <td></td> </tr> <tr> <td>Number of desks</td> <td></td> </tr> <tr> <td>Number and size of dedicated rooms for the project</td> <td></td> </tr> <tr> <td>Parking</td> <td></td> </tr> <tr> <td>Telephones</td> <td></td> </tr> <tr> <td>Network accessibility needs</td> <td></td> </tr> <tr> <td>White boards</td> <td></td> </tr> <tr> <td>Flip charts</td> <td></td> </tr> <tr> <td>Power requirements</td> <td></td> </tr> <tr> <td>Other resource needs</td> <td></td> </tr> </table>	Number of workstations		Number of desks		Number and size of dedicated rooms for the project		Parking		Telephones		Network accessibility needs		White boards		Flip charts		Power requirements		Other resource needs	
Number of workstations																					
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Other resource needs																					
3.	Use the table provided below to identify the number of County business staff expected to be committed to the project implementation. Initial identification of																				

project roles has been provided but should be supplemented or revised by vendors based on their experience in implementing their product in similar environments.

Project Role	Project Responsibilities	FTE
Executive Sponsor(s)		
Project Manager		
Project Administrator		
Functional Process Owners		
Functional Process Team Participants (per member involvement)		
Training Coordinator Team Lead		
Change Management Team Lead		
Communications Team Lead		
Other Roles		
Other Roles		
Other Roles		

4. Use the table below to identify the number of technical resources expected to be committed to the project implementation. Initial identification of project roles has been provided but should be supplemented or revised by vendors based on their experience in implementing their product in similar environments.

Project Role	# of FTEs	Skill Set Required	Training Required?	Training Provided?
Help Desk				
Trainer				
DBA				
Report Developer				
Application Support				
System Administrator				
Security Administrator				
Other Roles				

7.12 Ongoing Support Services Form

Support and Maintenance	
1.	Provide the minimum, maximum, and average response times (hours) provided as part of the basic support agreement and average response time for the past twelve (12) months.
2.	Provide Help Desk services for technical support and end users. Specify days and hours and any escalation options and procedures.
3.	Identify the party or business unit that is responsible for the support options provided above. The vendor shall include information for a County-hosted versus a vendor-hosted solution.
4.	Provide the following regarding the number of business staff the County should expect to be committed to providing on-going application support: <ul style="list-style-type: none"> a. Role b. Responsibility c. Estimated time commitment in terms of FTE time
5.	For ongoing IT staff resources, please provide the following information: <ul style="list-style-type: none"> a. Type of positions required (e.g., help desk, trainer, DBA, report developer, application support, system administrator, security administration, etc.) b. Number of FTEs within each position c. Skill sets required for each position a. Training required and whether the vendor provides this training
6.	Do you limit the number of County staff who can call in for support? If yes, explain your model and how additional staff can be included and at what incremental cost? If there is no limitation, the maintenance agreement should clearly state this fact. Are you agreeable to include such language in our contract?
7.	Describe the types of support needed to keep the product under current support and to keep the product enhanced.
8.	Do you need remote access to the server to support/maintain it? If yes, describe the method(s) and security used.

9.	Describe how your software will be licensed to the County (e.g. site license, named users, concurrent users, etc.)
Software Updates and Distribution	
10.	<p>It is anticipated that all system updates and release patches will be downloadable from the vendor’s web site. An accumulation patch process is desired. Provide information on how “server” and “client-side” software updates are received, processed and distributed to either the server and/or client environment, including but not limited to:</p> <ul style="list-style-type: none"> a. Backward version compatibility and support of back versions, b. Timeframe/policy on moving to new versions, c. Automatic product upgrades or on demand, d. Ease of implementation for County staff versus need to contract for services. e. Use of Microsoft Systems Management Server (SMS) 2003 and/or Microsoft Software Update Services (SUS) to deploy new versions and patches to servers and clients.
11.	<p>Describe the product release cycle including:</p> <ul style="list-style-type: none"> a. Frequency of upgrades/enhancements or new versions (major and minor version releases) b. Contents of release, c. How long release takes to implement, and a. Use of release notes.
Customizations	
12.	How does the vendor define customization versus configuration?
13.	How can the County customize or configure the software directly without vendor involvement?
14.	How are local customizations or configurations maintained when installing new releases of the vendor’s software?

7.14 Pricing Forms

Please complete the pricing forms that have been provided in the associated Microsoft Excel pricing spreadsheet. It is the responsibility of the vendor to ensure the accuracy of the pricing provided as part of your response. Any errors in providing an accurate price response due to inaccuracies in the provided templates are the sole responsibility of the responding vendor. If there is not enough space to describe the pricing on these forms, please attach a separate pricing page and provide the pricing information in the same type of format so that it is easy to understand. The County requests a firm, fixed price for each of the components described below that are included on the attached Microsoft Excel pricing spreadsheet as separate tabs:

- Vendor Checklist (including Hosting/Licensing Model, Travel and Lodging Costs, and Discount)
- Proposal Summary (no direct input required)
- Module Summary (no direct input required)
- Application Software
- Other Software
- Hardware
- Implementation Services
- Train-the-Trainer Training
- Optional End-User Training
- Interfaces
- Modifications
- Other Implementation Services

Please include any costs associated with modifications identified in the functional system requirements in the Microsoft Excel pricing spreadsheet.

Please note: The response to these requirements should be provided in the exact format as provided (e.g. no additional macros, formulas, additional columns, modifications, passwords, etc.).

7.15 Disadvantaged Business Enterprise (DBE) Requirements and forms



COMMUNITY BUSINESS DEVELOPMENT PARTNERS
MILWAUKEE COUNTY

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. 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 it does not include documentation of your good faith efforts in one of the following ways:
 - a. When you meet or exceed the goal, include the *Commitment to Contract with DBE* (DBE-14) form(s).
 - b. When you do not meet or exceed the goal, include the *Certificate of Good Faith Efforts* (DBE-01) goal.

EXAMPLE: 20% goal. You have 4% participation in commitment(s). You submit the commitment(s) for the 4%, along with the *Certificate of Good Faith Efforts* (DBE-01) documenting the efforts undertaken to achieve the remaining 16%.

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 toward the goal.
 - c. One hundred percent (100%) for products manufactured by a DBE. DBE manufacturers operate or maintain a facility that 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.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

- 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 firm certified in another state or with another agency, the firm must apply for certification with the UCP prior to submission of your offer/bid deadline. For assistance related to DBE certification of 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:
- Terminate or cancel your contract, in whole or in part;
 - 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;
 - Withhold contract payments, or pay subs and/or suppliers directly, to cover shortfall; and/or
 - 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.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

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 CDBP 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.



**COMMUNITY BUSINESS DEVELOPMENT PARTNERS
MILWAUKEE COUNTY**

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 CDBP 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 CDBP.
- I affirm that approval from CDBP 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 CDBP USE ONLY

Commitment number _____ of _____ Project Total: (A) _____ (V) _____

\$ _____

Date

Authorized Signature

Signature

Date



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

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 either of the following links, and can be searched by Name and/or NAICS code.

<http://roadwaystandards.dot.wi.gov/hcci/>

or

<https://mke.diversitycompliance.com/FrontEnd/VendorSearchPublic.asp?TN=mke&XID=6238>

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 us at
414.278.4747 or cbdpcompliance@milwaukeecountywi.gov



**COMMUNITY BUSINESS DEVELOPMENT PARTNERS
MILWAUKEE COUNTY**

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. Did you contact Milwaukee County's Community Business Development Partners Department (CBDP) to assist in identifying certified firms for this project? **Contacting CBDP is essential in demonstrating good faith efforts to meet and/or exceed the participation goal assigned to this project.**

Yes _____ No _____

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

Date contacted: _____ Person Contacted: _____

3. 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

4. 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

5. 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

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.

7.16 Insurance and Indemnity Acknowledgement Form

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

Indemnity:

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.

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.

Insurance:

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.

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	\$3,000,000 Per Occurrence

Automobile Liability

Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned	
Uninsured Motorists	Per Wisconsin Requirements

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.

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

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.

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.

A certificate of insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of this agreement.

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

August 10th, 2016

Milwaukee County, WI
Enterprise Resource Planning System

Signature

Date

7.17 Equal Employment Opportunity Commission (EEOC) Compliance Certificate**YEAR 2016 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS TO BE COMPLETED AND SIGNED BY ALL APPLICANTS**

In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, SELLER or SUCCESSFUL PROPOSER or CONTRACTOR or LESSEE or (Other-specify), (Hence forth referred to as CONTRACTOR) certifies to Milwaukee County as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

Non-Discrimination

CONTRACTOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age or handicap which includes but is not 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 will post in conspicuous places, available to its employees, notices to be provided by the County setting forth the provision of the non-discriminatory clause.

A violation of this provision 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.

Affirmative Action Program

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and handicapped persons and other protected groups, at all levels of employment in all divisions of the seller'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 foretasted requirements, it shall be his responsibility to show that he has met all such requirements.

Non-Segregated Facilities

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, affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to 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 Title 41 Code of Federal Regulations, Chapter 60.

Affirmative Action Plan

CONTRACTOR certifies that, if it has 50 or more employees, it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Audit Compliance Manager, Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4206]. 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 any of the following:

The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4206].

If a current plan, has been filed indicate where filed and the year covered.

CONTRACTOR will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

Compliance

CONTRACTOR certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other notification of noncompliance with EEOC regulations.

Executed this _day of _____, 20__

by Firm Name: _____
Address: _____
Signature: _____
Title: _____
City/State/Zip: _____

7.18 Commitment of 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
- Concessor 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).

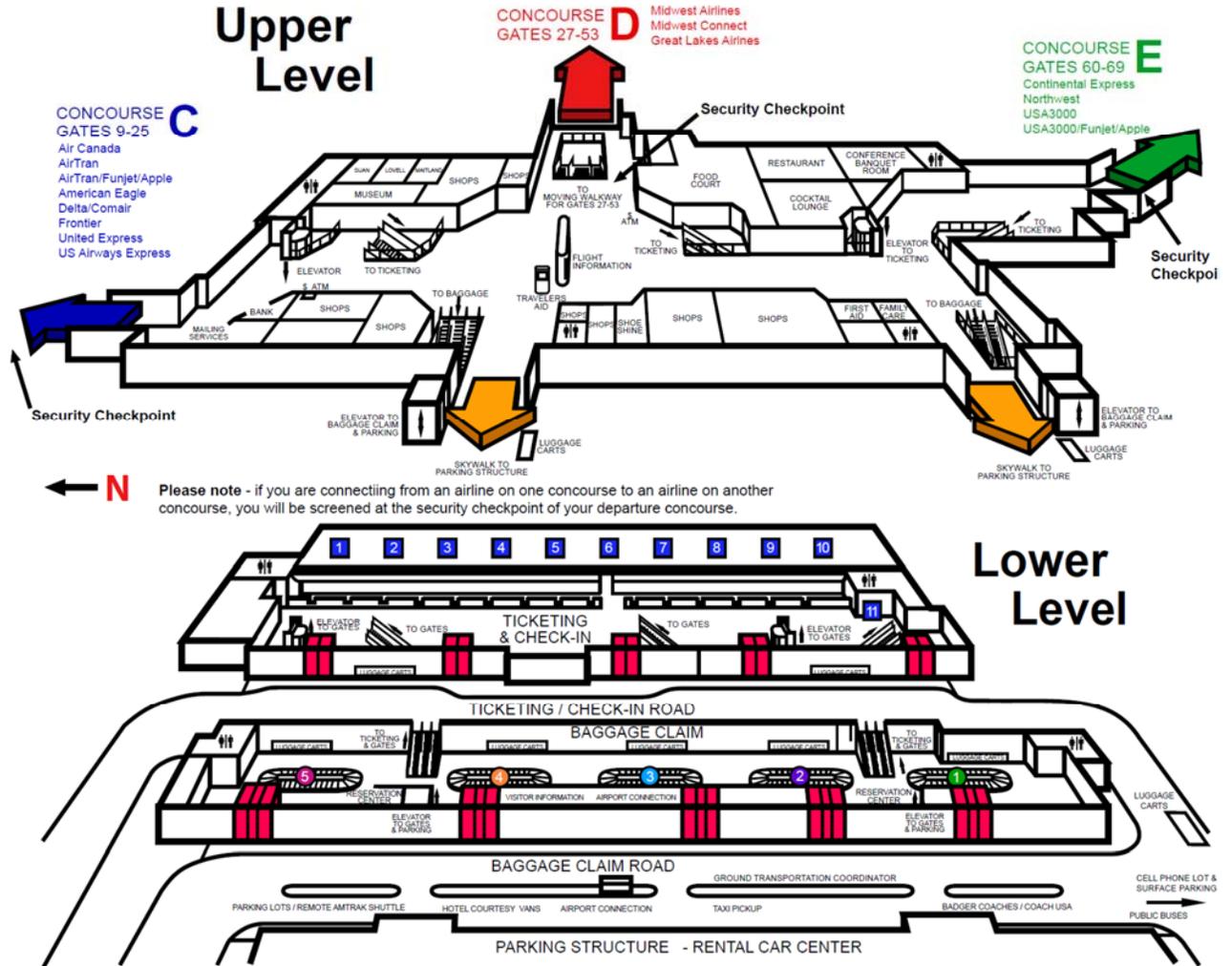
Company Name: _____

Authorized Signature: _____

Printed Name: _____

MILWAUKEE COUNTY'S GENERAL MITCHELL INTERNATIONAL AIRPORT TERMINAL INFORMATION

updated
12/23/08



N Please note - if you are connecting from an airline on one concourse to an airline on another concourse, you will be screened at the security checkpoint of your departure concourse.