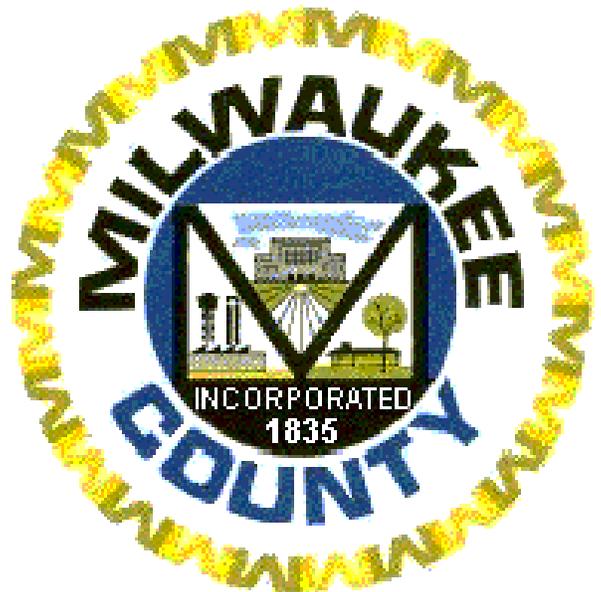


# Employees' Retirement System (ERS)



**Division of Employee Benefits  
RFP for ERS Application Development and Support  
Services (#126)**

**REQUEST FOR PROPOSAL  
DUE DATE: March 18, 2011**

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## **Section I: EXECUTIVE SUMMARY**

**Current System.** On 1-1-09, the Employees' Retirement System (ERS) implemented a new automated pension system called V-3, which was purchased from the Vitech Corporation. V-3 is a host service model in which annual releases and upgrades are provided, along with system fixes and enhancements. Vitech and ERS are partners in maintaining this system, promoting operational continuity and compliance.

Our Co-Development initiative is designed to transition some lower and middle-range level applications from Vitech, to our contracted on-site staff. This effort would be done in order to expedite system applications, develop local control over project deadlines and reduce application costs. Ultimately, the Co-Development Team will consist of ERS, Vitech and our on-site vendor.

**Purpose.** The Employees' Retirement System (ERS) is issuing this Request for Proposal (RFP) for the purpose of obtaining responses from qualified vendors to assist ERS in providing Contracted Staff to perform comprehensive development and support for its Pension Retirement System. ERS's preference is to enter into an agreement with a single vendor who can provide the complete range of services as outlined in this RFP. Subcontracting for portions of the project may be considered if this is fully disclosed within the RFP response and on terms ultimately acceptable to both of the respective parties.

ERS is seeking a complete response from vendors who can demonstrate that they possess the resources with the technical capabilities to perform the services as outlined in this RFP, and meet or exceed the requirements and service levels. In addition, ERS is seeking a vendor with the willingness to commit to performance guarantees and remedies for failure to perform.

ERS and the vendor will negotiate the final contract incorporating pertinent portions of the Vendor's response to the RFP. This RFP will request a comprehensive list of all deliverables and services to be performed by the vendor and applicable vendor documentation.

Additional information concerning ERS's objectives, current state, projected scope and timeline, requirements, RFP response parameters and evaluation criteria are discussed in the balance of this document.

**Contractual Philosophy.** ERS' intent is to form an alliance with the selected vendor. This alliance must be mutually beneficial and share the risks the alliance encompasses. Such a relationship would embrace the following principles:

- The alliance will contribute to mutual benefit and growth.
- The risk of implementing and using technology solutions must be shared.
- The relationship will promote continuous and measurable improvement in the professional development and services of both organizations.
- The vendor must share our dedication to ERS's satisfaction and quality.
- Both parties will always strive to eliminate ambiguities and omissions from the spoken and written terms of the relationship by communicating with clarity of purpose and expectations.
- The terms of the relationship must recognize the mutual commitment and provide for meaningful information exchange to allow each party input to the other's plans.
- The terms of the relationship must minimize the likelihood of disputes by having documented standards of performance and quality, clear and specific warranties, and exercisable remedies in the event that one or both parties fail to meet their obligations.

**Negotiations Philosophy.** Both the vendor and ERS will negotiate in good faith to reach a mutually satisfactory contract with terms and conditions that fairly allocate both total costs of ownership and risk. As a result of the negotiations, ERS and the successful vendor will develop and execute a three (3) year

contract, with the potential of two (2) additional one (1) year renewals, per 201.24(8.22(3)) that says no contract shall be for more than 5 years.

ERS believes that the agreement should be mutually beneficial whereby both parties receive value. It is not in ERS's best interest to have a vendor suffer financially through its association with Milwaukee County/ERS, nor is it Milwaukee County/ERS's responsibility to subsidize poor performance.

The contractual relationship will be premised on the vendor as the expert. ERS will rely on the vendor's expertise to procure resources that fulfill the defined and on-going business need of ERS. ERS expects all vendors to exercise the highest degree of integrity in all dealings with their employees, and Milwaukee County/ERS.

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**Section II: PROFILE OF THE MILWAUKEE COUNTY BENEFITS DIVISION – EMPLOYEES’  
RETIREMENT SYSTEM**

Employees’ Retirement System (ERS) of the Division of Employee Benefits provides technical and communication services to Milwaukee County active employees and its retirees. These services are provided through face-to-face meetings, which are facilitated by real-time information from the system and through the ERS website which is also accessible to its employees and retirees.

The services that ERS is requesting consist of two areas: Application and Governance/Business Development.

**Application Services** supports and develops software applications on a pension retirement system which is currently hosted by Vitech Corporation. The Vitech environment is hosted in New York and the system is built on Open Source Applications, Java, and Oracle. This area is responsible for analyzing applications needs as well as modification, maintenance, support and training on ERS’s software. Training is conducted using the Kaplan’s STT Trainer tool. This area is also responsible for managing service level objectives with Vitech Corporation.

**Governance and Business Development** covers Fiscal and Policy Compliance, Administrative Support, the Project Management Office (PMO), and Business Development.

***Fiscal and Policy Compliance*** provides overall direction, coordination and planning for effective fiscal management and policy compliance including budgeting, contract-monitoring, responses to audit or actuarial requests and implementing County resolutions.

***Administrative Support*** provides overall support of ERS’s operating requirements, such as recruitment, payroll processing, purchasing management and clerical support. Administration manages interns who provide entry-level information systems support to ERS.

***Project Management Office (PMO)*** provides project management discipline and improvements of project delivery in terms of time, repeatable processes and budget. The PMO is responsible for working with Vitech Corporation to ensure that the end-to-end processes are integrated to manage the risks of the project delivery.

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**Section III: SCOPE OF SERVICES**

**Purpose of RFP:** The purpose of this proposal is to obtain proposals from responsible firms that can provide highly qualified Contract Staff to perform application development services, quality assurance and support services and project management services to support ERS's pension retirement system. Vendors must review the DBE requirements for Milwaukee County provided in Appendix G to either comply with the DBE requirements or submit a waiver, the details for which are also provided in Appendix G.

**Requirements:** Vendors **must** be able to provide sufficient staffing by type of position and number of positions (including additional coverage as necessary) for each of the specific jobs listed under Application Development and Support Services. ERS reserves the right to revise, add or eliminate the list of roles, duties, and responsibilities based on the changing business and technological needs as well as changing County administrative policies and procedures. The County reserves the right to interview the staff proposed to fill the positions and has the right of rejection on any staff proposed to fulfill this contract. The County will evaluate Contract Staff on a position-by-position basis.

**Application Development and Support**

These positions are responsible for maintaining the pension retirement system as well as interfaces to the pension retirement system. ERS has determined that a minimum of one (1) Project Manager/Business Analyst, two (2) Senior Programmer Analysts with experience in the Pension Retirement Software or knowledge of Open Source Applications, Java, Oracle, and extensive knowledge of large Software Development Life Cycle (SDLC) projects, one (1) Quality Assurance Engineer with extensive experience developing a testing strategy and implementing quality assurance projects in similar situations.

All these positions are part of a team and will deliver the following services:

- Capture requirements from ERS management and staff.
- Prioritize requirements working with ERS and Vitech.
- Develop a specification document to capture the requirements and review with ERS and Vitech to ensure completeness.
- Design, Develop, and Test the solution (s).
- Validate with Vitech to ensure completeness of the solution.
- Conduct User Acceptance Test with ERS to validate the solution.
- Work with Vitech to release the development into production.

MINIMUM QUALIFICATIONS FOR ALL: Bachelor's Degree in Computer Science or related field and 5 years experience working in a software development environment.

**KNOWLEDGES, SKILLS, & ABILITIES FOR ALL DEVELOPMENT AND SYSTEMS SUPPORT POSITIONS:**

**Knowledge of:**

- Contemporary information systems life cycle, systems design techniques and/or application development methodologies
- PCs, their operating systems and common software packages
- Comprehensive relational databases and database management; and/or application programs, structured programming methods and/or programming techniques applicable to specific business/financial areas

**Skill in:**

- Meeting expectations and requirements for internal and external customers
- Proficiency in oral and written communications
- Proficiency in the applications and systems related to specific positions/roles defined below

**Ability to:**

- Report to ERS management and conduct valid research studies
- Accurately determine length and difficulty of tasks and projects
- Work effectively and harmoniously with co-workers, employees, and others

**Specialized requirements by position/role:**

- Project Manager/Business Analyst: Manages project scope, risk, issues, and timelines of the project. Captures business and technical requirements from business users to effectively communicate with the technical team in the implementation of the solution. Works with the Vitech development team to better understand the distribution of work effort in the execution of the solution. Knowledge of PMI and SDLC methodology, and Pension/Retirement business.
- Senior Programmer Analysts: Develops specifications based on the business and technical requirements to capture the specifics of the implementation. Works with the Vitech development team (if required) in the development of the requirement. Performs the necessary unit and system testing to ensure the application component works as specified in the specification. Knowledge of SDLC methodology, SQL, Oracle, Java, Open Source Applications, and Vitech Technical environment.
- Quality Assurance Engineer: Develops the test specification based on the business and technical requirements. Works with the programmer analysts to coordinate the test effort. Test the application components to ensure it meets the business needs and the specification. Coordinate the release management with Vitech and ERS.

**Miscellaneous Provisions:**

- Contractor will be responsible for providing staff coverage in all of these functions so as to avoid any interruption in mainframe and data center services. A punitive fee schedule will be developed and terms mutually agreed for non-performance or periods of service interruption.
- ERS is not responsible for any expenses beyond specified hourly rate or flat fee to be paid for contractor staff or for designated projects; this includes training, education, other requirements, travel, etc. This is the sole responsibility of the contracting firm.

**Contract Flexibility:** It is critical that the Contractor realize how change may affect the way in which ERS uses IT and that the Contractor should plan for those changes. During the Contract, ERS:

- May undergo change in mandate, organization, and support requirements;
  - May be subject to potential reductions in internal organization and functional responsibility resulting from further privatization initiatives;
  - May request the vendor as the expert to recommend an appropriately sized staffing model that meets ERS' needs and maintains operational efficiency.
  - Will require extensive support levels to a decentralized and privatized model of service delivery;
  - May introduce, change or remove technologies, products and services as part of its business plan;
  - Will be seeking out innovative means of delivering and supporting systems services to a broad range of external shareholder groups; and
  - Will continue to have demands that must further the business vision in times of limited funding for investments in technology solutions.

It is possible that the work load may substantially decrease or increase during the period of the Contract. ERS requires a Contract with the flexibility to manage any situation that may arise. This may mean a Contract adjustment if the business change is significant.

**Removal for Cause of Contracted Staff:** ERS shall be entitled to request the removal of individuals working on any project for any of the following grounds, provided that such request is in writing and shall specify the reasons for ERS' dissatisfaction:

- (1) unsatisfactory performance that causes negative operational impact at ERS or at the County or causes the County or ERS to commit additional resources to avoid operational impact;
- (2) dishonesty or belligerent conduct;
- (3) lack of compatibility with ERS staff; or
- (4) violation of County rules or policies.

Upon such written request, ERS and Contractor shall decide on a written course of action to cure any such problems, provided that there shall be no cure opportunity required for problems involving categories (2) or (4) in the preceding paragraph. In the event Contractor does not cure the problem within (7) calendar days from the date of notice, Contractor shall remove such person and shall promptly provide a qualified replacement. If the removal occurs within one (1) month period after commencement, there will be no cost incurred by ERS. For any services provided after the initial one (1) month period up to the removal, ERS will be liable for a prorated portion of the payment of services only up to the time of removal and provided then only if services rendered meet the minimum requirements of ERS.

#### **Retention Plan**

Vendors should include a staffing retention plan as part of their proposal. The retention plan should detail the vendor's retention methodology including their annual goal and plan to achieve that goal. In addition, past performance on the vendor's retention record should be included as well.

#### **Staffing Changes**

- The County recognizes that resignations or other events may cause a Contract Staff member to no longer be available to the Contractor. If this occurs, Contractor shall notify ERS Management or his/her designee, in writing, within 24 hours of any resignation or other event that may cause a Contract Staff member's unavailability. The Contractor shall provide a written action plan outlining a smooth transition to new / replacement personnel within 48 hours of resignation.
- ERS reserves the right to approve all Contract Staff, including replacement Contract Staff, assigned by the Contractor to ERS.
- The Contractor shall present to ERS at least one resume for any new or replacement staff for all Contract Staff for potential ERS task for approval or disapproval at least five (5) business days before the new Contract Staff member is to start working on the task. NOTE: ERS is not responsible for any expenses related to recruitment or placement of employees.
- ERS reserves the right to disapprove the continuing assignment of any Contract Staff provided to ERS under a Contract if executed.

**General Security and Disclosure:** Milwaukee County operates a variety of departments and divisions including secure law enforcement, courts of law, human services, county mental health facilities and others. Contracted Staff who service equipment or perform work in a County facility under this contract may be required to submit to a criminal records background check or security check on a case-by-case basis before contract commencement. At a minimum, Contracted Staff will be required to provide identifying information such as, but not limited to, name, address, date of birth, place of birth, driver's license number, and fingerprints upon request at any time for the duration of the contract. ERS may

require a signed non-disclosure statement prior to granting access to certain ERS information. ERS will require that all contractor staff sign a confidentiality information document.

**Account Team Support:** The Contractor will designate a “Contractor Manager” to whom all project communications may be addressed and who has the authority to act on all aspects of contracted services. The designated Contractor Manager will act as a single point of contact for any administrative issues impacting the performance of Contract Staff provided under the terms and conditions of the Agreement and any resultant risks to the project.

**ERS Support:**

- ERS shall designate a “Contractor Point of Contact” to whom all Contractor communications may be addressed and who has the authority to act on all aspects of the services.
- ERS will provide timely review and approval of the Contractor information and documentation provided by the Contractor in order for the Contractor to perform its obligations.
- ERS will provide security access to applications, appropriate work tools and accommodations necessary to perform duties described herein.

**Standard Work Week / Hours**

The Project Manager/Business Analyst, Senior Programmer Analysts and the Quality Assurance Engineer positions shall work a maximum of forty (40) hour workweek, normally scheduled Monday through Friday, first shift. Special circumstances may arise that require additional hours or a variation of work hours. Additional hours will require prior approval of ERS Management or his/her designee.

**Primary Place(s) of Performance**

- a) Milwaukee County ERS  
901 North 9<sup>th</sup> Street  
Milwaukee, WI 53233
- b) City Campus  
2711 W. Wells Street  
Milwaukee, WI 53208

and related county buildings as deemed necessary for performing functions herein identified.

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**Section IV: CURRENT SYSTEMS and INFRASTRUCTURE**

Milwaukee County ERS' pension and retirement system is hosted by Vitech Corporation. At the Milwaukee County data center we have a dual T1 line that connects to both the development and production system. Vitech current has two environments that ERS interfaces with and they are: production, pre-production (replication of the production), and the UAT, which is the environment used by ERS personnel for testing any Vitech releases or change requests.

For the Co-Development effort, Vitech will be providing an additional development environment which can be accessed by the development team for performing any application development and testing work. At the ERS offices, all resources primarily have desktops to access the Vitech environment through a browser.

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**Section V: VENDOR INSTRUCTIONS/GENERAL INFORMATION**

**Proposal Responses.** Responses to this RFP must be received no later than 2:00 p.m. CDT, on March 18, 2011 in the ERS Office (refer to address below). Proposals received after the hour specified will not be accepted nor will additional time be granted to any vendor. Vendors must submit one (1) original proposal with signatures, eight (8) copies, a separate single (1) copy of the pricing sheet (Appendix B) in a sealed envelope and one (1) electronic copy of the RFP response no later than said date and time listed above. The envelope for the pricing sheet should be marked "ERS Request for Application Programming Services – Cost Proposal". The response must be delivered to:

**Original Proposal & Copies:**

**Electronic Copy:**

Employees' Retirement System  
901 North Ninth Street  
Room 210  
Milwaukee, WI 53233

<http://county.milwaukee.gov/Retirement/RequestforProposalRFP.htm>

**Letter of Intent to Respond.**

Vendors wishing to participate in this RFP process must email a Letter-of-Intent-to-Respond. The letter must be signed by an authorized representative of the bidding firm (electronic signature is acceptable). Letters must be received by February 23, 2011, 4:00 p.m. CDT. The letter must be on company letterhead and state the intent of the vendor to participate in the process, and should also include the name, complete address, phone number, fax number and e-mail address of an authorized individual to whom any correspondence and/or addendum(s) should be sent. **The Letter should be emailed to Gerald J. Schroeder, Interim Benefits Director at [gerald.schroeder@milwcnty.com](mailto:gerald.schroeder@milwcnty.com) and Marian Ninneman, ERS Assistant Manager at [marian.ninneman@milwcnty.com](mailto:marian.ninneman@milwcnty.com).** Failure to provide this will be considered a material irregularity and deemed reason for rejecting proposals.

NOTE: ERS reserves the right to reject any and every bid from all vendors for any reason. In addition, ERS reserves the right for any reason not to award a contract, which is the intended purpose of this request for proposal.

**Any Questions to the RFP.**

Vendors wishing to participate in this RFP process must email questions to **Gerald J. Schroeder, Interim Benefits Director at [gerald.schroeder@milwcnty.com](mailto:gerald.schroeder@milwcnty.com) and Marian Ninneman, ERS Assistant Manager at [marian.ninneman@milwcnty.com](mailto:marian.ninneman@milwcnty.com) by February 25, 2011.** Answers to the questions will be sent to all those who submitted the Letter of Intent by March 4, 2011.

**Proposer Response Format.** To assist ERS in evaluating each submitted proposal equally, a standard format will be required.

- All proposals submitted must follow the Proposal Outline, herein
- All proposals submitted must be securely bound in a three-ring binder or comb/wire binding with appropriate tabs for each section.
- Maximum page limits are identified on the table outlined below.
- Submit one set of the completed cost proposal information (template provided in Appendix B – Financial Information) with the original proposal in a separate envelope marked "ERS Request for Application Programming Services – Cost Proposal".
- A table of contents must be included and each page of the proposal shall be consecutively numbered.

**Proposal Outline.** The following chart details the required proposal outline and specifies the minimum content of the Proposal:

<b>Section</b>	<b>Title</b>	<b>Contents</b>
Section 1	Executive Summary  <b>3 page limit</b>	<ul style="list-style-type: none"> <li>• Cover Letter</li> <li>• Table of Contents</li> <li>• Descriptive literature pertaining to your company (scope and type of services you provide).</li> <li>• Include a statement of compliance with all terms and conditions of this RFP, including compliance with Appendix D, E, F, and G.</li> <li>• Describe your current presence in Wisconsin, highlight current contracts that represent similar scope</li> <li>• Briefly describe the key elements of your proposal. Highlight major features, functions, or area of support that may differentiate your service offering from your competitors offering.</li> </ul>
Section 2	Corporate Profile  <b>5 page limit</b>	<ul style="list-style-type: none"> <li>• Provide a brief overview and history of your company.</li> <li>• Address the company's technical expertise and qualifications</li> <li>• Discuss your company's size, complexity and number of employees.</li> <li>• Define your company's corporate structure, identifying and providing brief resumes of officers of the company</li> <li>• List other governmental agencies your company has provided services for (include name of company, contact person and type of service provided.)</li> <li>• List other companies in which your company has provided similar services (include name of company, contact person and type of service provided.)</li> <li>• Firms must also enumerate any pending or past (5 years) litigation against either the proprietor or corporation and status on resolution of such litigation.</li> <li>• What is your company's annualized turnover rate for each of the past three (3) years.</li> </ul>
Section 3	Scope of Work  <b>5 page limit</b>	<ul style="list-style-type: none"> <li>• Include background information of the proposed team and the justification of the team mix.</li> <li>• Provide resume/bio of the proposed team.</li> <li>• Include detailed recruiting and retention plan to provide Scope of Services as defined in Section III.</li> </ul>

Section	Title	Contents
Section 4	Contract Support  <b>3 page limit</b>	<ul style="list-style-type: none"> <li>Identify the individual in your organization that will act as your contract manager for the duration of this project. Provide title, functional role within the organization and resume which should include applicable contract manager experience.</li> <li>Describe, in detail, your escalation procedure for addressing problems during the contract period.</li> </ul>
Section 5	Implementation Schedule  <b>5 page limit</b>	<ul style="list-style-type: none"> <li>Knowing the County's timeline, provide a sample plan that details the smooth transition from our current condition to an outsourcing model. Include a brief description of the major steps in the implementation process, key risks and major milestones.</li> <li>Provide time frames for critical activities and other tasks required of Milwaukee County.</li> </ul>
Section 6	References Appendix A	<ul style="list-style-type: none"> <li>Provide information for three (3) corporate reference accounts for IT Services that were under contract and active within the past five (5) years for whom the Bidder has been awarded a contract. References must be appropriate to this RFP.</li> <li>All information provided must be current and correct.</li> <li>The references provided above will be contacted and questioned by Milwaukee County regarding your company's performance. Any information received from these contacts will be used to assist ERS in making a decision and will become part of the file the details of such communication may not be disclosed to the firm.</li> </ul>
Section 7	Financial Info. Appendix B  <b>Template</b>	<ul style="list-style-type: none"> <li>Financial Information: The RFP response shall include a detailed cost estimate for provision of all services to be contracted as requested in Scope of Services, Section III. The cost proposal shall display the aggregate pricing for each year of the proposed initial contract term. The cost proposal must be displayed utilizing the standard template provided in Appendix B of this RFP. All bidders are responsible for providing the total/"all – in" cost to the County and must clearly enumerate the assumptions utilized in building the total cost estimate.</li> </ul>
Section 8	Signature Page Appendix C	Signed copy of Signature Page (found in Appendix C).

Proposals that deviate from this format may be deemed non-responsive. Proposals should be prepared to provide a straight forward, concise delineation of the capabilities necessary to satisfy the requirements of the RFP. Emphasis in the proposals should be on completeness, clarity of content and adherence to the presentation structure required by this RFP. Costs for developing proposals in response to the RFP are the obligation of the Proposer and not considered a reimbursable expense by ERS. All proposals and accompanying documentation will become the property of ERS and will not be returned.

**Proprietary Information:** Any information contained in the Proposer's response that is proprietary must be clearly designated. Marking of the entire response as proprietary will neither be accepted nor honored. ERS cannot guarantee that all such material noted remains proprietary, particularly if it becomes a significant consideration in contract award. Information will only be kept confidential to the extent allowed by Public Disclosure Law.

**Designated ERS Contact.** All communications and/or questions in regard to this request must be in writing and emailed to: Gerald J. Schroeder, Interim Benefits Director at [gerald.schroeder@milwcnty.com](mailto:gerald.schroeder@milwcnty.com) and Marian Ninneman, ERS Assistant Manager at [marian.ninneman@milwcnty.com](mailto:marian.ninneman@milwcnty.com). Questions regarding the RFP will only be accepted as outlined in Section VI. No other employee or representative of Milwaukee County is authorized to interpret any portion of this RFP or give information as to the requirements of this RFP in addition to that contained in or amended to this written RFP document. Proposers are instructed not to contact any other county department or employee regarding this RFP.

**Proposal Amendments.** ERS reserves the right to request clarification, in writing, on any proposal or to ask respondents to supply supplemental material(s) deemed necessary to assist in the evaluation of the proposal. ERS reserves the right to change the RFP schedule or issue amendments to the RFP at any time. ERS also reserves the right to cancel or reissue the RFP. Correspondence regarding any part of the RFP process will be emailed to individuals that have provided a Letter of Intent to respond by the date specified.

**Withdrawal of Proposal.** Proposals may be withdrawn at any time prior to the date identified in Section VI provided notification is received in writing to Gerald J. Schroeder, Interim Benefits Director at [gerald.schroeder@milwcnty.com](mailto:gerald.schroeder@milwcnty.com) and Marian Ninneman, ERS Assistant Manager at [marian.ninneman@milwcnty.com](mailto:marian.ninneman@milwcnty.com). Proposals cannot be changed or withdrawn after the designated time.

**Rejection of Proposals.** ERS reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of ERS.

**Disclaimer.** ERS reserves the right to share, with any consultant of its choosing, the RFP and any resultant Proposals in order to secure expert opinion.

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**Section VI: RFP AND IMPLEMENTATION TIMELINE**

**Proposed Timeline.** ERS intends to enter into an agreement with and implement an outsourcing model to the following schedule outlined below. ERS reserves the right to modify or reschedule procurement and implementation milestones as necessary.

Event	Date
Release RFP to vendors	02/18/2011
Letter of Intent to Respond due	02/23/2011
Final vendor questions due	02/25/2011
Answers to RFP questions emailed	03/04/2011
Vendor proposal responses due	03/18/2011
Final date Vendor can withdrawal RFP	03/18/2011
Evaluation of Vendor proposals complete	03/28/2011
Finalists notified/Vendor shortlist (if applicable)	03/28/2011
Vendor Interviews begin (if applicable)	04/04/2011
Vendor Interviews complete	04/06/2011
Vendor reference checks complete	04/08/2011
Final selection	04/11/2011
Contract negotiations begin	04/11/2011
Implementation planning *	04/11/2011
Pension Board Approval of Contract	04/20/2011
Contract Commencement Date **	04/21/2011
Full Implementation	05/01/2011

NOTE: Planning, implementation of plans and all costs prior to contract commencement date are the responsibility of the successful bidder to this RFP. Any costs thereafter incurred shall be governed by the signed, executed contract between the vendor and Milwaukee County.

\* Implementation planning may commence prior to contract execution, which is subject to Pension Board Approval.

\*\* Proposed timeline may change; schedule for final implementation completion date will be based on negotiated contract and final review and approval of financial due diligence.

**Section VII: EVALUATION OF PROPOSALS**

A selection Project Team from ERS will evaluate all proposals received. The evaluators will consider how well the proposed solution meets ERS’s requirements as described in the Proposer’s RFP response. It is important that the responses be clear and complete to ensure that the evaluators can adequately understand all aspects of the proposal.

**Evaluation Factors.** Selection of finalists will be primarily rated according to the following criteria:

Experience and Qualifications of Vendor	50%
Cost of Proposal	40%
References	5%
<u>Responsiveness to RFP Criteria</u>	<u>5%</u>
Total	100%

The evaluation factors identified above reflect a wide range of criteria. While cost is important, other factors are also significant. Consequently, ERS may select other than the lowest cost solution. The objective is to choose a vendor capable of providing a reliable and integrated solution within a reasonable budget. All proposals will be evaluated using the same criteria.

**Rejection of Proposal:** A proposal may be rejected if a Proposer fails to meet any one of the following qualifications:

- 1) **Capacity:** A Proposer must clearly demonstrate to Milwaukee County officials that Vendor Company has the capacity, physically and financially, to fulfill the terms of this contract.
- 2) **Reliability:** A successful Proposer must have a proven (verifiable) record of service, particularly with respect to delivering all services on a regularly scheduled basis, at favorable prices. A Contractor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the Contractor and the County.
- 3) **Accounting Practices:** A successful Proposer must clearly demonstrate to Milwaukee County officials Vendor Company’s capability to provide accurate, reliable and timely reports, in terms of invoices, statements, credits and utilization reports. Note: State Prompt Pay Law, Section 66.285, does not apply to this Contract. As a matter of practice, the County attempts to pay all invoices in 30 days.

**References:** Each bidder must provide references. Please see Appendix A for more details. If Vendor is utilizing a third party to perform any duties in this RFP, third party must also provide the references as listed in Exhibit A.

**Financial Information and Cost Proposal:** Vendors must complete Appendix B, Financial Information. Supporting details and clarifications may be requested. NOTE: Submit one set of completed materials for the Cost Proposal Template located within Appendix B in a separate envelope marked “ERS Request for Mainframe Support Services – Cost Proposal”.

Upon request and in addition to the materials provided in Appendix B, Milwaukee County reserves the right to conduct financial due diligence on any and all vendors submitting a response to this RFP. The financial due diligence will include submission of three years of financial statements. If for some reason the firm is unable to release financial statements, it must submit a written rationale as to why these statements are not available and should be able to present the following types of financial information in

lieu of the financial statements: sales, operating income, net income, cash, total assets, total liabilities, total current assets, and total current liabilities.

**Best and Final Offer:** ERS may choose to undertake a “Best and Final Offer” approach to awarding this bid. Details regarding the “Best and Final Offer” process and expected deliverables will be provided in advance to the top qualified vendor(s), if applicable.

**Miscellaneous Information:** Proposals will be examined promptly after opening and award will be made at the earliest possible date. The prices quoted must be held firm. ERS reserves the right to make an award without further discussion of the proposal submitted. ERS shall not be bound or in any way obligated until both parties have executed a Vendor contract. ERS also reserves the right to delay contract award and/or not to make a contract award, or to make separate awards if it is deemed to be in the best interest of the County.

The general conditions and specifications of the RFP and the successful vendor’s response, as amended by agreement between ERS and the vendor, including e-mail or written correspondence relative to the RFP, may become part of the contract documents. Failure of the vendor’s products to perform as represented may result in elimination of the vendor from competition or in contract cancellation or termination. It is the intent of ERS to successfully negotiate a contract by the date indicated in Section VI of this RFP.

**Exit Strategy:** The supplier shall provide a summary of its policies and procedures for ending a contractual agreement prior to its expiration date. Vendor will specify differences between termination for cause and termination for convenience.

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**Section VIII: MILWAUKEE COUNTY STANDARD TERMS AND CONDITIONS**

**Business Registration and Taxation.** The vendor awarded the contract will be subject to the State of Wisconsin and County's business registration and business taxation regulations as provided in the Wisconsin General Statutes and Milwaukee County's Code of Ordinances. Milwaukee County is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by Vendor should be without such taxes.

**Entire Agreement:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, acknowledgment, or invoice shall be effective or binding unless expressly agreed to in writing by Milwaukee County. Any attempt to alter or change the terms and conditions of the bid/proposal document without prior written authorization by Milwaukee County shall be cause for termination of the contract at the sole discretion of the County

**Applicable Law and Compliance:** This contract shall be governed under the laws of the State of Wisconsin. The Vendor shall at all times comply with and observe all federal, state and local laws, ordinances, rules and regulations. Milwaukee County also reserves the right to cancel this contract if the County learns the Vendor is a federally debarred Vendor or a Vendor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts. Vendor agrees to hold Owner harmless from any loss, damage, or liability resulting from a violation on the part of Vendor of such laws, rules, regulations, policies, procedures, standards or ordinances.

**Ownership of Data:** Upon completion of the work or upon termination of the Contract, it is understood that all completed or partially completed data, drawings, records; computations, survey information, and all other material that Contract Staff has collected or prepared in carrying out this Contract shall be provided to and become the exclusive property of the County. Reports, information and data given to or prepared or assembled by Contract Staff not under this Contract shall not be made available to any individual or organization by Vendor without the prior written approval of County.

**Records and Audits.** Pursuant to §56.30(6)(d) of the Milwaukee County Code of Ordinances, the Vendor shall allow Milwaukee County, the Milwaukee County Department of Audit, or any other party the Milwaukee County may name, when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by Vendor, including not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this Agreement, all at no cost to Milwaukee County. Any subcontracting by the Vendor in performing the duties described under this contract shall subject the subcontractor and/or associates to the same audit terms and conditions as the Vendor. Vendor (or any subcontractor) shall maintain and make available to Milwaukee County the aforementioned audit information for no less than three years after the conclusion of each contract term.

**Affirmative Action Requirement:** The successful proponent assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Vendor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by

this subpart. The Vendor assures that it will require that its covered suborganizations provide assurances to the Vendor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as re-created by 14 CFR Part 152, Subpart E, to the same effect.

**Disadvantaged Business Enterprise (DBE) Requirement.** The successful Vendor shall comply with CFR 49 Part 26 and Chapter 56.30 of the Milwaukee County Ordinances, which requires good faith effort (GFE) to achieve participation of certified DBE firms on all USDOT and Milwaukee County funded professional service contracts. In accordance with this Milwaukee County policy, the Vendor shall ensure that DBEs have the maximum opportunity to participate in this contract. As part of your proposal submittal Vendors must complete the required DBE form accompanying this request (Appendix G). Please note that failure to complete and submit the required documents will deem your proposal non-responsive and ineligible for consideration.

The DBE participation goal on this project/contract is seventeen percent (17 %) of the contractable dollars.

If you have any questions about the required documents or the *Community Development Business Partners*, contact *Freida Webb* at [freida.webb@milwcnty.com](mailto:freida.webb@milwcnty.com) or *Mildred Hyde-Demoze* at [mildred.hyde-demoze@milwcnty.com](mailto:mildred.hyde-demoze@milwcnty.com).

**Non-discrimination, Equal Employment Opportunity and Affirmative Action Programs:** In the performance of work, successful Proponent shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include, but not be limited to, the following:

- Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Vendor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by County, setting forth the provisions of the non-discriminatory clause.
- Vendor warrants that it has \_\_\_\_\_ employees. If successful Proponent employs greater than 50 employees Vendor agrees to strive to implement the principles of equal employment opportunity through an effective Affirmative Action plan. The plan 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 Vendor's work force, where these groups may have been previously under-utilized and under-represented. Vendor also agrees that in the event of any dispute as to compliance with the aforesated requirements, it shall be its responsibility to show that it has met all such requirements.
- When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Vendor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.
- If, after notice of a violation to Vendor, further violations of this section are committed during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Vendor for use in completing the Contract, or it may permit Vendor to complete the Contract, but, in either event, Vendor shall be ineligible to bid on any future contracts let by County.

**Indemnity:** Vendor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, discrimination and civil rights actions, caused by any wrongful, intentional, or negligent act or omission of

the Vendor, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.

Vendor shall indemnify and save County harmless from any award of damages and costs against County for any action based on U.S. Patent or Copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this agreement.

**Insurance Requirements.** The vendor shall procure and maintain for the duration of negotiated contract insurance of the types and in the amounts described in Appendix D against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the vendor, its agents, representatives, employees, sub-consultants, or subcontractors.

**Independent Contractor:** Nothing contained in Vendor's proposal shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent Contractor, duly authorized to perform the acts required of it hereunder.

**Subcontracts:** Assignment of any portion of the work by subcontract must have the prior written approval of County.

**Unrestricted Right of Termination by County:** County further reserves the right to terminate this Contract at any time for any reason by giving Vendor thirty (30) days' written notice by Certified Mail of such termination. In the event of said termination, Vendor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, Vendor shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate additional monies required for the completion of the Contract.

**Assignment Limitation:** This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

Vendor is prohibited from assigning this Agreement, in whole or in part, without the prior written consent of the County, evidenced by a resolution that has been fully adopted by its Board of Supervisors. Notwithstanding the foregoing, Vendor may, with 21 days written notice to Milwaukee County assign this Agreement in its entirety to any entity that acquires all of substantially all of the assets of Vendor.

**Prohibited Practices:** Vendor, during the period of this Agreement, shall not hire, retain or utilize for compensation any member, officer, or employee of County, or any person who, to the knowledge of Vendor, has a conflict of interest.

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

**Media Release and Contact:** Contracted staff, independent Vendors and subcontractors shall be restricted from releasing any information about the contract or events occurring within a County facility to a public forum or to the media without the authorization of the County and coordinated through the parties' public information representatives.

**Non-Conviction for Bribery:** Vendor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

**Milwaukee County's Use of Technology Policy:** Vendor hereby attests that it has been furnished with a copy of Milwaukee County's Use of Technologies Policy (Appendix F) which prohibits the inappropriate use of County-provided technology resources. Vendor acknowledges that it has familiarized itself with Milwaukee County's Use of Technologies Policy and that it specifically agrees that it will make its employees and agents aware of the provisions of said policy. County may, at its discretion, require specific users of County-provided technology, to sign a "User Statement" acknowledging receipt of a copy and awareness of Milwaukee County's Use of Technologies Policy.

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**Section IX: APPENDICES**

**APPENDIX A – VENDOR REFERENCES**

Proposals must include a list of at least three (3) organizations that can be used as references for work performed in the area of service required. **Clearly describe the services provided to these current customers. It is to the advantage of the Proposer to provide thorough, detailed information on the references.** Selected organizations may be contacted to determine the quality of services provided and personnel assigned to the implementation and on-going support of the proposed services. The results of the references will be used in scoring the written proposals.

References must be appropriate to this RFP. If utilizing a third party vendor, references for said vendor will also be required.

The County reserves the right to contact any users of Proposer's services, including users not listed as references, to determine the quality of service and support performance. **Vendors that are providing, or have provided, service to any Milwaukee County site may not use Milwaukee County as a reference.**

References should include the following:

- Organization name
- Type of organization (private, governmental, public)
- Address
- Website
- Contact person
- Phone number
- Email Address
- Description of work: Provide a description of the type of contract and the overall responsibilities to include network architecture and design, system development, testing, implementation, maintenance, operations, performance monitoring, as applicable.

**APPENDIX B – FINANCIAL INFORMATION**

The FINANCIAL INFORMATION Appendix tables are inserted below in the Microsoft Excel format for the bidder’s convenience. There are two parts to this Appendix that need to be completed: General Financial Information and Cost Proposal Template. These should be extracted, completed and submitted as part of the bidder’s formal RFP response. However, please note that the section entitled “Cost Proposal Template”—which details the multi-year pricing being proposed—should be extracted, completed, and returned along with the bid response in a separate, sealed envelope as referenced in Section V of this RFP.

Milwaukee County reserves the right to negotiate on all pricing included in the “Cost Proposal Template” should the County ultimately choose to award a contract as an outcome of this RFP solicitation.

<b>GENERAL FINANCIAL INFORMATION</b>	
<b><u>Question</u></b>	<b><u>Response</u></b>
<b>Company Name:</b>	<i>Type Response Here</i>
<b>Company Type (e.g. sole proprietor, limited liability partnership, corporation, etc.):</b>	<i>Type Response Here</i>
<b>Number of Years as Business:</b>	<i>Type Response Here</i>
<b>Location of Company Headquarters:</b>	<i>Type Response Here</i>
<b>Has the Company Ever Filed for Any Type of Creditor or Bankruptcy Protection?</b>	<i>Type Response Here</i>
<b>List Any Pending Financial Litigation Against the Company as well as Past Financial Litigation (include current status or outcome of litigation)?</b>	<i>Type Response Here</i>
<b>Does the Company Perform Annual Audits?</b>	<i>Type Response Here</i>
<b>Has any Audit Produced an Adverse Financial Finding(s)</b>	<i>Type Response Here</i>

**COST PROPOSAL TEMPLATE FOR:**

*insert your company name here*

<u>Expense Category</u>	<u>Rate/Hr.</u>	<u>Max Hours</u>	<u>Total Cost</u>
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**YEAR: 2011-2012 (8 months)**

<b>I. Consultant Cost</b>			
<i>Project Manager and Business Analyst</i>	<i>0</i>	<i>1280</i>	<i>\$0</i>
<i>Senior Programmer Analyst (Lead)</i>	<i>0</i>	<i>1280</i>	<i>\$0</i>
<i>Senior Programmer Analyst</i>	<i>0</i>	<i>1280</i>	<i>\$0</i>
<i>Quality Assurance Engineer</i>	<i>0</i>	<i>1280</i>	<i>\$0</i>
<b>Subtotal</b>			<b>\$0</b>

Assumptions

*List All Assumptions*

<u>Expense Category</u>	<u>Type of Expense</u>	<u>No. Units</u>	<u>Cost/Unit</u>	<u>Total Cost</u>
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<b>II. Consultant Expenses</b>				
<i>Project Manager and Business Analyst</i>		<i>0</i>	<i>0</i>	<i>\$0</i>
<i>Senior Programmer Analyst (Lead)</i>		<i>0</i>	<i>0</i>	<i>\$0</i>
<i>Senior Programmer Analyst</i>		<i>0</i>	<i>0</i>	<i>\$0</i>
<i>Quality Assurance Engineer</i>		<i>0</i>	<i>0</i>	<i>\$0</i>
<b>Subtotal</b>				<b>\$0</b>

Assumptions

*List All Assumptions*

Vendor Name: \_\_\_\_\_ Initials: \_\_\_\_\_

YEAR: 2012-2013					
-					
<b>I. Consultant Cost</b>					
<i>Project Manager and Business Analyst</i>			0	1920	\$0
<i>Senior Programmer Analyst (Lead)</i>			0	1920	\$0
<i>Senior Programmer Analyst</i>			0	1920	\$0
<i>Quality Assurance Engineer</i>			0	1920	\$0
<b>Subtotal</b>					<b>\$0</b>
Assumptions					
<i>List All Assumptions</i>					
<b><u>Expense Category</u></b>	<b><u>Type of Expense</u></b>	<b><u>No. Units</u></b>	<b><u>Cost/Unit</u></b>	<b><u>Total Cost</u></b>	
<b>II. Consultant Expenses</b>					
<i>Project Manager and Business Analyst</i>			0	0	\$0
<i>Senior Programmer Analyst (Lead)</i>			0	0	\$0
<i>Senior Programmer Analyst</i>			0	0	\$0
<i>Quality Assurance Engineer</i>			0	0	\$0
<b>Subtotal</b>					<b>\$0</b>
Assumptions					
<i>List All Assumptions</i>					

Vendor Name: \_\_\_\_\_ Initials: \_\_\_\_\_

YEAR: 2013-2014									
-									
<b>I. Consultant Cost</b>									
<i>Project Manager and Business Analyst</i>			0	1920	\$0				
<i>Senior Programmer Analyst (Lead)</i>			0	1920	\$0				
<i>Senior Programmer Analyst</i>			0	1920	\$0				
<i>Quality Assurance Engineer</i>			0	1920	\$0				
<b>Subtotal</b>					<b>\$0</b>				
Assumptions									
<i>List All Assumptions</i>									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #000080; color: white;"><u>Expense Category</u></th> <th style="background-color: #000080; color: white;"><u>Type of Expense</u></th> <th style="background-color: #000080; color: white;"><u>No. Units</u></th> <th style="background-color: #000080; color: white;"><u>Cost/Unit</u></th> <th style="background-color: #000080; color: white;"><u>Total Cost</u></th> </tr> </thead> </table>					<u>Expense Category</u>	<u>Type of Expense</u>	<u>No. Units</u>	<u>Cost/Unit</u>	<u>Total Cost</u>
<u>Expense Category</u>	<u>Type of Expense</u>	<u>No. Units</u>	<u>Cost/Unit</u>	<u>Total Cost</u>					
<b>II. Consultant Expenses</b>									
<i>Project Manager and Business Analyst</i>			0	0	\$0				
<i>Senior Programmer Analyst (Lead)</i>			0	0	\$0				
<i>Senior Programmer Analyst</i>			0	0	\$0				
<i>Quality Assurance Engineer</i>			0	0	\$0				
<b>Subtotal</b>					<b>\$0</b>				
Assumptions									
<i>List All Assumptions</i>									

COST SUMMARY BY YEAR	
<u>YEAR</u>	<u>TOTAL</u>
2011 - 2012	\$0
2012 - 2013	\$0
2013 - 2014	\$0

Vendor Name: \_\_\_\_\_ Initials: \_\_\_\_\_

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**APPENDIX C – SIGNATURE PAGE**

This document, which is included or referenced in the Proposal, shall be incorporated in the resulting Contract by reference and shall become a part of said Contract.

**Proposal Agreement:** By signing below, Proposer hereby certifies that bid has been made without any connection with any other Proposer and is in all respects fair and without collusion or fraud, and it is made with the understanding that no elected officer or any other employee of any municipality has any interest, directly or indirectly unless otherwise stated. Further, Milwaukee County is authorized to perform reference checks as described in Section III of this RFP, General Security and Disclosure.

By signing this invitation for Proposals the Responder hereby agrees to comply with the instructions to the Responder and the Proposal requirements incorporated in this Proposal. Any exceptions to the above will render your Proposal non responsive. Unsigned Bids will be rejected.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

Company Name: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX D – CONSULTANTS INDEMNIFICATION AND PROFESSIONAL LIABILITY INSURANCE**

**INDEMNITY**

The Consultant agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, and its agents, officers and employees, from and against all loss or expense including costs and attorney’s fees by reason of liability for damages including suits at law or in equity, discrimination and civil rights actions, caused by any wrongful, intentional, or negligent act or omission of the Consultant, or its (their) agents which may arise out of or are connected with the activities covered by this agreement. Any purchase of software, hardware or related services, or any mechanical equipment, vehicles, automobile, or any item containing embedded computer chips must be year 2000 compliant. For purchases, this should be worded in the purchase order. For contracts, we recommend the following language be added as a third paragraph under the indemnification section similar to the following. Acceptable proof of such coverages shall be furnished to the Risk Manager prior to services commenced under this Agreement.

Consultant shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.W. patent or copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this agreement.

**INSURANCE**

The consultant 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 Risk Manager. Acceptable proof of such coverages shall be furnished to the Risk Manager prior to services commenced under this agreement.

The Consultant shall provide evidence of the following coverages and minimum amounts.

<u>Type of Coverage</u>	<u>MinimumLimits</u>
Wisconsin Workers’ Compensation	Statutory
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
Excess Liability	\$3,000,000 Per Occurrence
Professional Liability	Minimum Limits
Errors & Omissions	\$2,000,000 Per Occurrence
Refer to paragraph A2 for additional conditions	

Indicate if claims made or occurrence policy

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**Automobile Liability**

Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned and/or hired	
Uninsured Motorist	Per Wisconsin Requirements

Except for Environmental Impairment Insurance, Professional Liability (Errors and Omissions), Workers Compensation and Employers Liability, the OWNER shall be named as an additional insured in the general liability policy as their interests may appear as respects the services provided in this agreement. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to the OWNER. Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this agreement.

**A.1. COMPLIANCE WITH GOVERNMENT REQUIREMENTS**

The Consultant shall evidence satisfactory compliance for Unemployment Compensation and Social Security reporting as required by Federal and State laws.

**A.2. PROFESSIONAL LIABILITY – ADDITIONAL PROVISIONS**

The Consultant agrees to provide additional information on their professional liability coverages as respects policy type, i.e., errors and omissions for consultants, architects, and/or engineers, etc.; applicable retention levels; coverage form, i.e., claims made, occurrence; discover clause conditions, and effective, retroactive and expiration dates, to the County of Risk Manager and Insurance as may be requested to obtain approval of coverages as respects this section.

It is understood and agreed that coverages which apply to the services inherent in this agreement will be extended for two (2) years after completion of all work contemplated in this project if coverage is written on a claims-made basis.

The Consultant shall certify and make available loss information from any insurer as to any claims filed or pending against any and all professional liability coverages in effect for the past five (5) years, if requested.

The Consultant shall certify to inform the Owner of any claims filed for errors and omissions that may be covered under professional coverages pursuant to the work within ten (10) days of notice of the occurrence or claim filing whichever is sooner.

Deviations and waivers may be requested in writing based on market conditions to the County Risk Manager and Insurance. Approval shall be given in writing of any acceptable deviations or waiver to the Consultant prior to the Consultant effecting any change in conditions as contained in this section. Waivers shall not be unduly withheld nor denied without consultation with the Consultant.

It is understood and agreed that the Consultant will 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 Owner.

NOTE: Professional liability will be required for architectural and engineering design and supervision. If the principle consulting firm is not eligible for this coverage, the principal consulting firm shall disclose the sub-consultant who will perform the architectural and engineering design work and evidence the existence of professional liability coverages for such sub-consultants as respects this section.

**APPENDIX E –CONFIDENTIAL NATURE OF ERS AND BENEFITS DIVISION BUSINESS**

**Statement of Policy**

It is the policy of ERS and the Benefits Division (the “Division”) that staff members will keep in strict confidence all information regarding the affairs of Milwaukee County employees and ERS members as well as Division business in general. Further, it is the policy of the Division to comply with the HIPAA Privacy Rule regarding protected health information. The Division will protect this information from inappropriate disclosure using all of the legal remedies available to it.

1. The business of this Division involves the maintenance of confidential records concerning the financial, health and welfare affairs of employees and members. Every staff member must take reasonable precautions to ensure that all such records are properly safeguarded and that unauthorized persons will not see or have access to them.
2. Information relating to the financial, health and welfare condition of employees and members and their business with the Division (including services received or provided) must be held in strict confidence. Staff members are expected to discuss such information inside the organization only with those who need to know and outside the organization only as authorized by management.
3. Any information regarding the business of the Pension Board as discussed during closed meetings (including anticipated changes in the conduct of the Pension Board’s business) must not be disclosed.
4. Information (written, verbal or copies) acquired by staff members because of their position with the Division that is confidential and exempt from disclosure under applicable law must not be divulged (even after employment with the Division is terminated).

I, \_\_\_\_\_, hereby acknowledge receipt of the ERS and Benefits Division Statement of Policy concerning the confidential nature of Division business, understand it and agree to conduct myself in accordance with its terms and conditions.

\_\_\_\_\_  
Signature Date

For the Division:

\_\_\_\_\_  
Signature Date

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**APPENDIX F – MILWAUKEE COUNTY USE OF TECHNOLOGIES POLICY****ATTENTION**

**Failure on the part of a Milwaukee County employee/user to follow any part of this policy may result in the employee/user being subject to progressive steps of discipline, which may include discharge from Milwaukee County service. An employee/user may also be subject to civil and/or criminal prosecution.**

**Purpose**

The use of technology that meets ethical standards and provides access to information, education or experience is allowable and encouraged under this policy. Milwaukee County (“County”) recognizes that access to and the use of technologies is an effective means for making government more accessible, efficient and responsive to the needs of other agencies and the public. With access, however, comes agency and individual responsibility.

The purpose of this policy is to protect the County’s technical and information infrastructure by governing the use of technologies provided by the County to its employees and users, and the resulting access to electronic mail, Internet and online services and to protect the County and its employees from any abuse of the technologies provided by the County, either from employees or third parties, and to provide a means for sanctioning the improper use or abuse of these technologies. The use of County-provided technologies is no different from the use of any other County-provided item in the workplace—employee’s actions must comply with applicable statutes, orders, codes and other applicable rules and regulations.

It is in the best interests of the County to encourage its employees or other persons legitimately affiliated with the County to learn and use the new technologies that are fundamental to their success, and thereby the success of the County. The County’s provision of technologies—including its connections to the global Internet—exist to facilitate the official work of the County. The appropriate use of the technologies, Internet facilities and online services will contribute broadly to the mission of the County.

This policy is in addition to the Security Policy and Guidelines resolution, File No. 92-546, adopted by the County Board of Supervisors on September 24, 1992 as it applies to data processing security for departments served by the Information Management Services Division (ERS).

**Definition of Technologies**

For the purpose of this policy, technologies in the work environment shall refer to a wide array of equipment and/or software, including, but not limited to: analog and digital telephone services (voice mail, message broadcasting, message/call forwarding), facsimile (fax) machines and servers, image scanning and copying equipment, shared and standalone computers (both fixed and portable) and their peripherals, pagers (text and voice), cellular phones, data networks, dial-up network facilities, global positioning systems (GPS), radios (VHF, UHF, 800 MHz, 800 MHz trunked, fixed and portable units), and wireless services.

**Electronic Mail**

**Definition.** Electronic mail (e-mail) is the transmission of information typically in the form of electronic messages, memoranda and attached documents. Transmission occurs between a sending party and one or more receiving parties via an intermediate telecommunications system, including, but not limited to the Internet.

**Purpose.** E-mail can provide a quick and cost-effective means of communication. When used properly, it can expedite business communications, reduce paperwork, and automate routine office tasks, thereby increasing productivity and reducing costs.

**Right of Privacy.** Users have no right of privacy in anything they create, store, send or receive using the County’s technologies, either via e-mail or other means. Anything created using technologies is likely to be reviewed by others. All e-mail transmissions sent or received using the County’s technologies are County property.

**Privacy in Communication.** Electronic transmissions or communication shall not be considered either private or completely secure. Transmissions may be stored indefinitely on any number of computers, including that of the recipient. Material received electronically might be forwarded to others electronically or on paper. Transmissions sent to invalid or non-existent addresses might be delivered to unintended recipients, either purposely or inadvertently. E-mail can often be traced to the sender even after it has been “deleted.” In the event of litigation, the County may be required to produce e-mail records, electronic files, or other materials.

**Receipt of Inappropriate Material.** Users are not permitted to print, display, download or send sexually explicit images, messages, cartoons, jokes or any other material disparaging or harassing to anyone on the basis of race, sex, disability, age, religion, or national origin. If such material is received, and if feasible, recipient shall immediately advise sender that receipt of such transmission is not permitted and must stop. If assistance is needed in responding to the receipt of inappropriate material, the matter is to be referred to the user’s supervisor or the Information Management Services Division Manager.

**Content.** Employees and users should take the same care in drafting and sending e-mail and other electronic documents as they would for any other written communication. Anything created using the County’s technologies is an extension of and directly reflects on the County. Excessive messages with little value to the County decrease productivity and congest the County’s network.

**Chain E-Mail.** Chain e-mail refers to a transmission (message or document) sent to a number of recipients that asks each recipient to forward copies with the same request to one or more other recipients for no specific business purpose. The sending of chain e-mail is not permitted.

**Forwarding Electronic Mail.** Users may forward e-mail to any other recipient or entity without the express permission of the sender, unless the e-mail is marked as confidential. Users must realize that the original recipient could potentially send any e-mail to others.

**Fee-Based Resources.** Certain e-mail or online services available via the Internet or from other providers may result in user fees, usage charges or membership fees.

**Retention of Electronic Mail Files.** Unless directed to the contrary by his or her supervisor, a user should discard inactive e-mail after sixty (60) days. E-mail transmissions that should properly become part of a longer term or permanent file should be printed and inserted into the appropriate file or merged with an existing records series for future reference, use and/or archival purposes. Retention periods for all County records, including paper records and e-mail, are subject to retention schedules as approved by the Milwaukee County Records Committee (County Administrative Code 56.14 and County Administrative Procedure 3.02). The County regards e-mail as a tool to facilitate daily communications between users, rather than an archival storehouse for non-current communications. Departments may choose to coordinate the retention of e-mail files with their departmental records custodian.

### **Internet and Online Services**

**Definition.** The Internet is the rapidly expanding worldwide “network of networks” connected to each other. It is a collection of computers, computer networks, communication protocols, information servers and individual users connected together in a global community. It is not a single network; rather, it is a group of thousands of individual networks which allow traffic (computer messages) to pass among them using a common communications protocol called Transmission Control Protocol/ Internet Protocol (TCP/IP).

**Purpose.** The Internet provides for information browsing, file transfer and download, remote log-in, electronic mail, informational bulletin boards, news, reference and research services, information sharing, information exchange services, economic development and other services.

**Accuracy of Information.** Any information obtained via the Internet may not be factual or correct. Users shall take appropriate steps to ascertain the accuracy of information before use.

**Right of Privacy.** Users have no right of privacy in anything they create, store, send or receive using the County’s technologies, either via the Internet or other means. Anything created using

technologies is likely to be reviewed by others. All e-mail transmissions sent or received using the County's technologies are County property.

**Privacy in Communication.** Electronic transmissions or communication shall not be considered either private or completely secure. Transmission may be stored indefinitely on any number of computers, including that of the recipient. Material received electronically might be forwarded to others either electronically or on paper. Transmissions sent to invalid or non-existent addresses might be delivered to unintended recipients, either purposely or inadvertently.

**Viruses and Downloading.** Any information that is received or downloaded via the Internet may contain viruses. Virus-scanning shall be conducted on any file received, prior to opening. Unsolicited or suspect transmissions or files should be left unopened until a proper investigation is made.

**Home Page or Web Site Creation.** Users shall not create or post external home pages or develop external web sites using County-provided Internet and online services without the prior review and approval of the respective department administrator and the Information Management Services Division Manager or designee. When authorized, the creation of all home pages and web sites shall comply with established standards for publication and posting.

**Tracking of Home Page and/or Site Visits.** Use of the Internet, especially via browsers, leaves "footprints" providing a trace of all site visits for both the County and the publishers of visited sites, directly reflecting on the County.

**Time Limits.** Internet access via the County's server(s) will be available 24 hours a day, seven days per week, apart from planned outages, technical difficulties or malfunctions. Internet sessions shall be terminated when a user's business is concluded. The length of ongoing, continuously-connected Internet sessions shall be governed by the business needs of the department or agency. Under no circumstances shall an Internet session be maintained continuously without activity.

**Discussion Groups.** The Internet offers numerous discussion groups or forums where users may post messages and exchange ideas for the purpose of research and information sharing. As with any form of communication, County policies shall not be intentionally misrepresented in any material posted to the Internet.

### **Personal Use of Technologies**

Users may be permitted, at management's discretion and with prior approval, to use the County's technologies for personal activities. Nonetheless, users are reminded that use of technologies may directly reflect on the County, and must be used with sound judgment so as not to embarrass the County. Prior to engaging in personal activities, users must ascertain which equipment, if any, may be used for personal activities, as designated by management.

### **User ID and Password Security**

Management will authorize users of County technologies and request a user ID through ERS. Users must establish, alter and retain sole secure knowledge of passwords and any other means of identity authentication as directed by and within the parameters of County policies. Users may share their personal log in script and password at management's discretion and with prior approval. Sharing of personal log in scripts and passwords will only be permitted with validation of a business need. Each individual is responsible for the actions performed with his or her User ID.

### **Rights of Milwaukee County**

- The County owns all technologies provided at its own expense or under its authority or jurisdiction, including transmissions initiated, received or stored using its technologies.
- The County reserves the right to determine who is provided access to its technologies.
- At any time and without prior notice, the County may remove an employee/user account from any of its equipment or networks.
- The County may monitor and/or log network use, capacity, and space utilization.
- County management has the right to know users' passwords.
- At any time and without prior notice, the County may access or examine electronic mail and/or monitor messages on its equipment or networks.
- At any time and without prior notice, the County may access or examine files or any other materials stored on its equipment or networks.
- Using either human or automated means, the County may monitor, log and/or examine Internet activities, including, but not limited to: site visits, chat groups, news groups, downloaded material or uploaded material.
- The County may archive or delete files or any other materials on its equipment or networks, as deemed necessary.

### **Prohibited Uses of Technologies**

- Engaging in any activity which violates state law, federal law, County Administrative Code, the Civil Service Rules or departmental work rules, as applicable.
- Engaging in activities during working hours for personal gain, solicitation or commercial purposes, including commercial advertising, unless specific to the charter, mission or duties of the department or agency.
- Engaging in personal activities without prior approval or engaging in personal activities that may embarrass the County.
- Accessing or distributing indecent material, obscene material, child pornography or any material that violates County's affirmative action principles or the civil rights (race, age, gender, sexual orientation, religious beliefs, political beliefs, national origin, health or disability) of an individual.
- Harassing other users, including sending chain or inflammatory material.
- Loading personally-owned or improperly licensed software on County-owned equipment.
- Obligating the County for user fees, usage charges or membership fees without authorization.
- Damaging computing systems or damaging or altering the software components of same.
- Engaging in fund raising, political campaign activities, or public relations activities not specifically related to County government activities.

- Engaging in any activity which adversely affects the availability, confidentiality or integrity of any County-provided technology.
- Disseminating or printing copyrighted materials (including articles and software) in violation of copyright laws.
- Disseminating information that is known to misrepresent the County or be false, inaccurate or misleading.
- Using another's network, Internet, electronic mail or online service account or password without authorization.
- Creating or posting external home pages or web sites without authority.
- Disabling or circumventing virus protection software or otherwise compromising security.
- Using a digital signature other than his or her own, without authority.

### APPENDIX G – CERTIFICATE OF GOOD FAITH EFFORTS

1. The successful Contractor/service provider shall comply with CFR 49 Part 23 and 26 and Chapter 42 of the Milwaukee County Ordinances, which requires Good Faith Efforts (GFE) to achieve participation of certified Disadvantaged Business Enterprise (DBE\*) firms on all USDOT and Milwaukee County funded service contracts. In accordance with this Milwaukee County policy and US DOT requirements, the Contractor/service provider shall ensure that DBEs have an opportunity to participate in this contract.
2. The Community Business Development Partners (CBDP) Office of Milwaukee County is authorized to make the determination that Contractor/service provider has made a good faith effort (GFE) to achieve the required DBE participation by doing either of the following:
  - a. Shows evidence that it has met the DBE participation by submitting a complete Commitment to Subcontract to DBE Firms (**DBD-014 form**); or
  - b. Documents that it made good faith efforts to meet the DBE participation goal, even though it did not succeed in achieving it. In this case, the Contractor/service provider must submit the Certificate of Good Faith Efforts (**DBD-001 form**) and all relevant documentation with their proposal.
3. The efforts employed by the Contractor/service provider should be those that one could reasonably expect a Contractor/service provider to take if the Contractor/service provider were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. (49 CFR §26.53 and Appendix A to 49 CFR Part 26 which provides guidance regarding GFE). (Refer to Milwaukee County DBE Provisions governing GFE attached to this document.)
4. In the event the CBDP Office determines that the Contractor/service provider has failed to meet the GFE requirements, the Contractor/service provider is entitled to appeal this determination. The provisions of 49 CFR §26.53(d) apply to such an appeal. A request for administrative reconsideration must be sent within three (3) calendar days of receiving written notice from the CBDP office of the failure to meet the GFE requirement. The request should be sent to:

CBDP Office

City Campus, Room 830  
2711 West Wells Street  
Milwaukee, WI 53208

- 
- The term “DBE” means small business concerns known as Disadvantaged Business Enterprise (DBE) firms owned at least 51% by socially and economically disadvantaged individuals, and certified by Milwaukee County under CFR 49 Part 26.

5. Prime Contractor/service provider must submit with its proposal, the Sub-consultant Information Sheet (**DBD-002 form**) a complete Commitment to Subcontract to DBE Firms (**DBD-014 form**); or if the Contractor/service provider is not able to meet the DBE goal the Contractor/service provider must submit a complete the Certificate of Good Faith Efforts (**DBD-001 form**) and all relevant documentation. The **Commitment to Subcontract to DBE Firms Form** must contain the following information (see form **DBD-014** for additional details):
  - a. Name(s) of DBE(s) firm(s) being considered for utilization.
  - b. Description of services that will be provided by the DBE(s).
  - c. Percentage of the work assigned to the DBE(s). Also, include dollar amount.
6. When evaluating a Contractor's proposed DBE commitment (**DBD-014 form**), Milwaukee County reserves the right to request any documentation from both the prime Contractor and the listed DBE subcontractors. If the information requested is not submitted by the Contractor within the time specified for such submission, Milwaukee County may award the contract to the next lowest responsive, responsible Proposer.
7. The Contractor/service provider shall prepare and submit accurate and timely forms and reports on DBE utilization to the Community Business Development Partners (CBDP) Office after contract award. These shall include, but not be limited to DBE Utilization Reports, and other forms as directed. Failure to submit forms and reports as prescribed herein will result in delay of payments, or other sanctions deemed appropriate by the County, including those listed under Section (8), below.
8. When evaluating the performance of this contract after contract execution, Milwaukee County reserves the right to conduct compliance reviews and request, both from the prime Contractor/service provider and DBE sub-consultant(s), documentation that would indicate level of compliance. If the Contractor/service provider is not in compliance with the specifications, the County will notify the Contractor/service provider in writing of the corrective action that will bring the Contractor/service provider into compliance. If the Contractor/service provider fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:
  - a. Terminate or cancel the contract, in whole or in part.
  - b. Remove the Contractor/service provider from the list of qualified consultant/service providers and refuse to accept future proposals for a period not to exceed three (3) years.
  - c. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the DBE goal, where the failure to meet the goal is the result of a finding by the CBDP Office of consultant/service provider's bad faith.
  - d. If the Contractor/service provider has completed its contract, and the goal was not met due to an absence of good faith on the part of the Contractor/service provider as determined under 49 CFR Part 26, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE goal. The County may in such case retain any unpaid contract amounts and retainage otherwise due the Contractor/service provider, up to the amount of the unmet goal. If insufficient funds remain in the contract account to compensate the County up to that amount, Milwaukee County may bring suit to recover damages up to the amount of unmet goal, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.

9. **DBE Participation Goal:** Each prime consultant/service provider shall utilize DBE firms to a minimum of the specified DBE contract goal. DBE participation requirement relative to contract award shall be based upon the approved Milwaukee County Commitment to Subcontract to DBE Firms (DBD-014 form). Contractor/service providers receiving additional work on the contract in the form of addendum, etc. shall be expected to increase DBE participation proportionally.
10. Contractor/service providers should note that for the purpose of proposal evaluation, only DBEs certified at the time of proposal submission will be counted toward the goal. Only DBEs that have been certified by Milwaukee County's Community Business Development Partners (CBDP), Certification Section, prior to the proposal due date may be listed on the "Commitment to Subcontract with DBE Firms" form and counted towards the DBE requirements on this project. In order to identify any certified DBE firms, and prevent any delay or disqualification of your proposal, refer to the Directory issued by CBDP. **The directory can be viewed at [www.milwaukeecounty.org](http://www.milwaukeecounty.org), do a search for "vendor", scroll down and double click on "Certified Vendor List" then click on the State of Wisconsin UCP Directory of Certified DBE Firms for the statewide listing, which includes Milwaukee County certified DBE firms.** If you need additional assistance related to certified DBE firms, contact the CBDP Office at (414) 278-4747.
11. Prime Contractor/service provider shall count towards the DBE requirement and be credited one hundred percent (100%) of expenditures to DBE firms, if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed certified DBE firm. The Director of the CBDP Office through the application of 49 CFR §26.55© will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
12. Prime Contractor/service provider is required to notify the CBDP office if their DBE subcontractors will further subcontract out work on this project. Credit will be given based on actual participation by DBE firms.
13. Listing a DBE on the Commitment to Subcontract to DBE Firms Form shall constitute a written representation and commitment that the prime Contractor/service provider has communicated and negotiated directly with the DBE firm(s) listed, and that it will use the listed firm(s). If awarded the contract, the prime Contractor/service provider will enter into a subcontract agreement with the DBE firm(s) listed on the Commitment to Subcontract to DBE Firms form for the work and price set forth thereon. This agreement must be submitted to the CBDP Office within seven (7) days from the Notice to Proceed.
14. Prime Contractor/service provider must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, or if the prime consultant/service provider has a problem in meeting the DBE goal, or any other problem relative to the DBE goal requirement, the prime Contractor shall immediately contact the CBDP Office at (414) 278-5248. If needed, prime Contractor must submit a written request for substitution, including the reason for the request and the log. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime Contractor.
15. DBE Utilization Reports/Payment Applications After Contract Award. DBE Utilization Reports (**DBD-016 form**) must be submitted with the Payment Applications by the successful Proposer after contract award. These reports must cover the period from the start of the project to the end of the period covered by the payment application being submitted or the period since the last

payment application. The reports must be submitted even if no DBE activity took place during the period being reported. The County Project Manager will reject payment applications that are not in compliance with this section.

16. Final Payment Verification. The successful prime consultant/service provider must submit the "DBE Subcontractor Payment Certification" form (**DBD-018 form**) and the final DBE Utilization Report along with their Final Payment Application. The County Project Manager will not process the Final Payment Application if these reports are not submitted.
17. County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of the CBDP Office.

**COMMITMENT TO SUBCONTRACT WITH *DBE* FIRMS**

PROJECT No.: \_\_\_\_\_ PROJECT TITLE: \_\_\_\_\_

TOTAL CONTRACT AMOUNT\* \$ \_\_\_\_\_ DBE Goal:\* 17%

Subcontract Agreements with DBE firm(s) MUST be submitted within ten (10) Days from Receipt of Notice to Proceed

A	V	Name of DBE Firm(s)	Scope of Work Detailed Description	Subcontract Amount	% of Total Contract

(If using more DBE firms, include them in separate notarized form)

Total \$ Amount of DBE \_\_\_\_\_ Total % \_\_\_\_\_

I certify that these identified services and costs were quoted by the DBE firm(s). If awarded this contract, our firm \_\_\_\_\_ (Phone No. \_\_\_\_\_) intends to enter into subcontract agreements with the DBE firm(s) listed for the services specified. 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 Local, State or Federal laws.

Signature of Authorized Representative \_\_\_\_\_ Print/Type Name of Authorized Representative Date \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 State of \_\_\_\_\_, My Commission expires \_\_\_\_\_.  
 Signature of Notary Public \_\_\_\_\_

[SEAL]

**CBDP APPROVAL:**

\_\_\_\_\_  
 Signature Date

\* Exclude all allowances  
 \*\* These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date.

FOR CBDP USE ONLY: (A) \$ \_\_\_\_\_  
 (V) \$ \_\_\_\_\_ Total % \_\_\_\_\_

\_\_\_\_\_  
 Signature Date

**CBDP APPROVAL:**

\* Exclude all allowances  
 \*\* These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date.

Form DBD-014 PLEASE NEXT PAGE FOR INSTRUCTIONS & ADDITIONAL REQUIREMENTS

**COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE  
COMMITMENT TO SUBCONTRACT TO DBE FIRMS FORM  
ADDITIONAL INSTRUCTIONS/REQUIREMENTS**

**INSTRUCTIONS:**

1. In accordance with the new DBE Regulations, 49CFR26, Milwaukee County is tracking Assigned (Race Conscious) Goals for DBEs and Voluntary Utilization (Race Neutral) of DBE firms. Information reported on this form will be used to periodically adjust Race Conscious and Race Neutral components of Milwaukee County's overall DBE goal.
2. For each DBE firm listed on this form, place an "X" in the appropriate column to indicate whether it will be used to meet Assigned [(A) Race Conscious Goal] and/or Voluntary [(V) Race Neutral Goal]. Any achievement above assigned goals should be reported as voluntary goal achievement. If you indicate that a DBE firm will be used to meet both Assigned (Race Conscious) and Voluntary (Race Neutral) goals, indicate the dollar amount attributable to assigned goals. DBE use to meet assigned goals is enforceable. It is important to report the use of DBEs on a voluntary basis since they count toward meeting the overall annual DBE goal. Failure to meet voluntary goals could result in an increase of assigned (Race Conscious) goals for future bids. Our objective is to capture all DBE achievement you generate.
3. If you have questions about filling out this form, please contact the CBDP Office at (414) 278-5248.

**ADDITIONAL INFORMATION/REQUIREMENTS:**

1. **ALLOWANCES (Construction Related):** During the course of this project you will be using portions of the Allowance, which was initially deducted from your contract when you figured out your DBE requirement. As the allowance is used on the project, it is to be added back into the total contract price. An exception would be if the allowance being used is such that the DBE(s) cannot handle any portion of the work, the total contract amount will remain the same. In this case, it is necessary for the prime Contractor to contact CBDP office immediately by phone and provide the dollar amount involved and the reasoning for DBEs not being utilized. In addition, a follow-up letter documenting the information is required.
2. **CHANGE ORDERS:** Any prime Contractor receiving additional work on the contract in the form of change orders, etc., will be expected and required to increase the amount of DBE participation proportionally. Any time you receive additional work of any type, the prime Contractor is required to contact the CBDP office immediately.
3. **WRITTEN CONTRACTS WITH DBEs:** In order to avoid problems at a later date, CBDP requires that prime Contractors enter into a contract (please send a copy to CBDP) with the DBE subcontractor(s), spelling out specifically the work to be accomplished and for the dollar amount specified in this form. Also included in the contract will be the method of retainage, which is to be based on the same percentage that will be retained by the County from the prime Contractor's contract. When the County reduces the amount of retainage, a like reduction should be retained from the payment to the DBE. ***By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract.*** VIOLATION OF THE TERMS OF THE AFFIDAVIT WILL BE GROUNDS FOR TERMINATION OF YOUR CONTRACT.
4. **DBE UTILIZATION REPORTS:** A DBE Utilization Report must be submitted with each payment application for the previous period's activity, even if no activity took place during the period being reported. CBDP may request that payments be withheld to the prime Contractor who is not in compliance.

5. **SUBSTITUTIONS, DBEs SUBCONTRACTING THE WORK, TRUCKING FIRMS:** The prime Contractor must submit a written request for substitution, specifying the reason for the request. Approval must be obtained prior to making substitutions. Requirement to notify and obtain approval from the CBDP Office if DBE subcontractors will further 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, only the fee or commission will be counted for DBE crediting.
6. **PAYMENT APPLICATIONS:** DBE Utilization Reports (DBD-016PS form) must be submitted with each and every Payment Application including invoices. These reports must cover the period from the start of the project to the end of each period covered by payment applications being submitted, until the end of the contract when the last payment application is submitted. The department contract administrator will reject payment applications that are not in compliance with this section.

**IF YOU HAVE ANY PROBLEMS OR CONCERNS, PLEASE CONTACT THE CBDP OFFICE  
AT (414) 278-5248.**



Consultant/service provider: \_\_\_\_\_ Project Title: \_\_\_\_\_

**SUBCONSULTANT INFORMATION SHEET**

Pursuant to Federal Regulations, Milwaukee County is required to collect information on sub-consultants submitting quotes to prime consultants/service providers that submit proposals on Milwaukee County projects. Provide the following information on both DBE and non-DBE sub-consultants bids and/or quotes. **Submit this information with proposal.**

(✓) *	Name	DBE Yes/No	Address	Date Firm Established	Annual Gross Receipts (**)	Work or Service to be Performed

(\*) Check if this sub-consultant's quote has been used in your proposal.  
 (\*\*) Annual Gross Receipts: A: Less than \$250,000 B: \$250,000 to \$500,000 C: \$500,000 to 1 million D: \$1 million to \$5 million E: \$5 million to \$15 million F: More than \$15 million

Note: Information gathered on the background and financial status of firms is protected from disclosure.

MILWAUKEE COUNTY  
 COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE

CERTIFICATE OF GOOD FAITH EFFORTS

The intent of this certification is to document the good faith efforts implemented by the apparent successful consultant/service provider in soliciting and utilizing DBE firms to meet DBE participation requirements. This certificate will assist Milwaukee County in determining whether the apparent successful consultant/service provider has implemented comprehensive good faith efforts. Failure to implement “good faith” efforts to the satisfaction of Milwaukee County could result in the rejection of the proposal.

I, \_\_\_\_\_, do hereby acknowledge that I am the \_\_\_\_\_ of \_\_\_\_\_, who has been identified as the apparent successful consultant/service provider on the following Milwaukee County Project:

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

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


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

A – Identifying Subcontract Work Items

Consultants/service providers are encouraged to select portions of work to be subcontracted in a manner which will increase the likelihood of meeting DBE goals. In selecting work to be subcontracted, consultant/service provider will consider, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.

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


**B – Notifying DBE Firms of Contracting Opportunities**

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

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

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

<b>Published Announcement/Publication (please describe)</b>	<b>Date</b>

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

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

Contact was made by: telephone \_\_\_\_\_ written correspondence \_\_\_\_\_

Date contacted: \_\_\_\_\_ Person Contacted: \_\_\_\_\_

**C – Providing DBEs with Assistance**

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


7) Describe any efforts undertaken to assist interested DBE firms in obtaining lines of credit or insurance required by Milwaukee County or the Contractor:


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


**D – Soliciting Proposal/Quotes From Interested DBE Firms**

Contractors must solicit proposal/quotes in good faith with interested DBE firms. Quotes, proposals, and bids from interested DBE firms must not be rejected by Contractors without sound justification.

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

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

**10) Other comments you want Milwaukee County to consider:**


**NOTE:** The information requested as set forth above is the minimum information required by Milwaukee County’s Community Business Development Partners (CBDP) Office and CBDP may request the Contractor to submit information on certain other actions taken to secure DBE participation in an effort to meet the goals.

**AFFIDAVIT**

STATE OF WISCONSIN ss

COUNTY OF \_\_\_\_\_

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

Signed: \_\_\_\_\_

Bidder/Authorized Representative

Subscribed and sworn to before me:

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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Notary Public

My commission expires \_\_\_\_\_, 20 \_\_\_\_.

Form DBD-001PS

**MILWAUKEE COUNTY**

**COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE**

***PROVISIONS GOVERNING GOOD FAITH EFFORTS***

(Based upon 49 CFR Part 23 and 26, Appendix A, attached)

**1. COMMITMENT TO SUBCONTRACT WITH DBE FIRMS FORM (DBE-014PS) AND GOOD-FAITH EFFORTS CERTIFICATE (DBD-001PS).**

In the event you are the low bidder/successful Proposer you will be so informed in writing promptly after bid/proposal opening/review. As indicated in the bid/RFP documents, within three (3) working days of being so notified, you must supply the Commitment to Subcontract with DBE Firms Form (DBD-014PS) which is included with the contract documents. This form is to establish that you have received from the listed DBE Contractors signed commitments sufficient to satisfy the DBE goal for that project. If you indicate in this document that you have not met the DBE goal, your bid may be rejected as non-responsive. If you wish to ask for a waiver of the goal, you must submit the form entitled Certificate of Good-Faith Efforts, DBD-001PS at the time you submit the Commitment to Subcontract with DBE Firms Form.

**2. GOOD-FAITH EFFORT PROCEDURE.**

The DBD-001PS form constitutes your written request for a waiver from the goal, and is used by the contracting officer to determine whether you made a good-faith attempt to secure the services of DBE subcontractors. Review and complete it carefully. The contracting officer will review the completed form, and any attachments, and may contact companies listed as having been asked to submit bids and may take other steps to verify the information provided in the DBD-001 form. The contracting officer will give you a written response to your waiver request in writing, within three (3) working days of the date the DBD-001C form was submitted. If the waiver is denied, you have three (3) working days from the date you receive the denial in which to submit to the contracting officer a written request for an administrative hearing to challenge the denial. You will be notified promptly of the time and place of the hearing, which will occur within three (3) working days of the receipt of your request for such appeal. At the administrative hearing you may submit any information you have in support of your waiver application. You may be represented by counsel if you wish. The hearing officer will be a person who was not involved in evaluating your original bid. The hearing officer has discretion whether to consider any evidence, which was not previously submitted with, the DBD-001PS form for review by the contracting officer.

**3. GUIDELINES FOR ENGAGING IN GOOD-FAITH EFFORTS.**

Also included in this packet is Appendix A of 49 CFR 26 upon which form DBD-001PS is based. Review this carefully. This document sets forth the kind of activities that the county would reasonably expect of a Contractor who was actively and aggressively seeking to engage DBE

sub-Contractors. Both, the contracting officer and the administrative hearing officer(s) will be guided in their decisions by Appendix A of this Agreement and the contents of the bidder/Proposers DBD-00IPS. At the administrative hearing the contracting officer will present the rationale for denying the waiver, and you will have an opportunity to present your case and rebut any statements or evidence. The burden of proof is on the bidder/Proposer to convince the hearing officer that a good-faith waiver is warranted by the evidence. The hearing officer will promptly issue a written decision setting forth the basis for his or her decision. This decision is final.

#### **4. CONSEQUENCES OF YOUR FAILURE TO PRACTICE GOOD FAITH EFFORTS.**

If the hearing officer(s) determine(s) that your DBE participation effort lacked good faith efforts, the contracting department may reject your proposal.

If you have any questions about the good-faith effort process, please contact the Milwaukee County Community Business Development Partners (CBDP) Office at 414-278-5248.

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**APPENDIX "A" TO 49 CFR PART 26  
GUIDANCE CONCERNING GOOD FAITH EFFORTS**

- I. When Milwaukee County establishes a DBE contract goal on a DOT-assisted contract a bidder/Proposer must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder/Proposer can meet this requirement in either of two ways. First, the bidder/Proposer can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder/Proposer can document adequate good faith efforts. This means that the bidder/Proposer must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which Milwaukee County has established a contract goal, part 26 requires you to use the good faith effort mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder/Proposer that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder/Proposer has made. The efforts employed by the bidder/Proposer should be those that one could reasonably expect a bidder/Proposer to take if the bidder/Proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions Milwaukee County against requiring that a bidder/Proposer meet a contract goal (i. e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder/Proposer makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions, which Milwaukee County should consider as part of the bidder/Proposer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:
  - A. Soliciting through all reasonable and available means (e. g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/Proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/Proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

- C. Soliciting through all reasonable and available means (e. g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/Proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/Proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- D. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- E. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- F. Negotiating in good faith with interested DBEs.
  - (1) It is the consultant/service provider's responsibility to make a portion of the work available to DBE subcontractors and to select those portions of the work consistent with the available DBE subcontractors, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
  - (2) A consultant/service provider using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE 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 and using DBEs is not in itself sufficient reason for a bidder/Proposer's failure to meet the contract DBE goal, as long as reasonable. Also, the ability or desire of a consultant/service provider to do the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts. Prime consultants/service provider's Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- G. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.
- H. Making efforts to assist interested DBEs in obtaining lines of credit or insurance as required by the recipient or Contractor.
- I. Making efforts to assist interested DBEs in obtaining necessary resources or related assistance or services.
- J. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business

assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

- V. In determining whether a consultant/service provider has made good faith efforts, Milwaukee County may take into account the performance of other bidders/Proposers in meeting the contract. For example, when the apparent successful consultant/service provider fails to meet the contract goal, but others meet it, Milwaukee County may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful consultant/service provider could have met the goal. If the apparent successful bidder/Proposer fails to meet the goal, but meets or exceeds the average DBE participation obtained by other consultants/service providers, Milwaukee County may view this, in conjunction with other factors, as evidence of the apparent successful bidder/Proposer having made good faith efforts.

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**GOOD-FAITH EFFORTS WAIVER DENIAL  
REQUEST FOR ADMINISTRATIVE HEARING**

Your request for a good faith efforts' waiver has been denied, and you are entitled to request an administrative hearing to appeal that denial. If you wish to have such a hearing, please sign this form on the bottom and return to the Community Business Development Partners (CBDP) Office no later than 5:00 PM on \_\_\_\_\_. A faxed request may be sent to (414) 223-1958.

At the administrative review, a hearing officer will hear your argument why the waiver should be granted. The evidence he or she reviews will be the entire DBE participation file you submitted to the contracting officer. The hearing officer, in his or her discretion, may receive additional evidence, but any such evidence not previously submitted with your bid and Commitment to Subcontract with DBE Firms forms, must be submitted to the CBDP at the same time you file your request for hearing. No further evidence will be received or considered which was not submitted with this hearing request. You need not submit anything already submitted in connection with the original good-faith waiver request.

Within three (3) working days following the receipt of your hearing request, a hearing will be held. You will be notified promptly of the time and place of the hearing and the identity of the hearing officer, who was not involved in the original good-faith waiver denial. Because of the need to promptly resolve this matter and proceed with the awarding of the contract, a postponement of the hearing will be granted only upon a showing of substantial cause. Your failure to appear at the hearing constitutes a withdrawal of your request.

**THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF \_\_\_\_\_,  
\_\_\_\_\_, HEREWITH  
REQUESTS AN ADMINISTRATIVE HEARING TO APPEAL THE DENIAL OF THE  
COMPANY'S GOOD-FAITH EFFORTS WAIVER REQUEST.**

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DBD-003PS Form  
01/05/07**

IT WITH ALL YOUR

**PAYMENT APPLICATIONS**

**cc: CBDP, 2711 W. Wells St  
Milwaukee, WI 53208**

**DISADVANTAGED BUSINESS ENTERPRISE  
PROFESSIONAL SERVICES "DBE" UTILIZATION REPORT\***

NAME OF CONSULTANT \_\_\_\_\_ TELEPHONE NO. ( ) \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ (ZIP  
CODE) \_\_\_\_\_

PROJECT TITLE \_\_\_\_\_ PROJECT # \_\_\_\_\_

TOTAL CONTRACT \$ AMT \_\_\_\_\_ TOTAL CONTRACT PAYMENT YTD \$ \_\_\_\_\_ CONTRACT % COMPLETE \_\_\_\_\_

TOTAL DBE CONTRACT \$ AMT \_\_\_\_\_ TOTAL DBE PAYMENT YTD \$ \_\_\_\_\_ DBE % COMPLETE  
\_\_\_\_\_\*\*

COUNTY PROJECT/CONTACT PERSON \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

REPORT FOR THE PERIOD FROM: \_\_\_\_\_ TO: \_\_\_\_\_ 200 \_\_\_\_\_ FINAL REPORT: ( ) Yes ( ) No

List Disadvantaged Business Enterprise firms utilized in connection with the above Project, either as sub consultants or suppliers in the last period.

NAME OF DBE FIRM	SUB-CONTRACT \$ AMOUNT	WORK/SERVICE PERFORMED	AMT. OF PAYMENTS THIS PERIOD	AMT. OF PAYMENTS TO DATE	REMAINING BALANCE

Report Prepared by: \_\_\_\_\_ Approved  
 by: \_\_\_\_\_  
 (Name & Title)

\*Directions for completion of report - see reverse side

\*\*If the % DBE completion is less than the % contract completion, please attach an explanation as to why the DBE requirements are not being met at this time.

Form DBD-016PS FORM

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DIRECTIONS FOR COMPLETING THE "DBE" UTILIZATION REPORT

This report must be submitted with each payment application.

1. Prime consultant's registered company name.
2. Prime consultant's business telephone number.
3. Prime consultant's business address.
4. City in which prime consultant firm is located.
5. State in which prime consultant is located.
6. Zip code for prime consultant's place of business.
7. Name of County Project
8. Project number as stated in the Bid Announcements and Specifications.
9. Total dollar amount of contract awarded prime consultant by Milwaukee County.
10. Total dollar amount of payments to all employees, suppliers and all subconsultants to date.
11. County Project Manager/Contact Person with whom your firm coordinates the progress of the project.
12. Telephone number of the above County representative.
13. The period and year for which payments are being reported.
14. The line next to Final Report is to be checked only when the final payments have been made to all DBE subconsultants.
15. The name(s) of DBE firm(s) having received payment in the preceding month or period.
16. Total dollar amount of the work subcontracted to the listed firm(s).
17. The work or service performed by the listed DBE firm(s).
18. The dollar amount of payments made to each DBE subconsultant for the period being reported.
19. The total dollar amount paid to each DBE subconsultant to date (cumulative). As an example—if the report covers the first payment to a DBE subconsultant, the amounts listed in the last two columns would be the same; however, if previous payments had been made in preceding periods the columns would differ: the column "Amount of Payments for the Period" would show only the payment for the period being reported and the next column would show the subtotal of payments (cumulative) to each DBE subconsultant to date.
20. Remaining balance of the subcontract to the listed DBE firm(s).
21. Prime consultant's staff that actually prepared the report.
22. Prime consultant's officer or personnel authorized to review and approve the DBE Utilization Report.
23. Please mail this form to : CBDP Office, 2711 W. Wells Street, Room 807, Milwaukee, WI 53208

THIS REPORT MUST BE SUBMITTED EACH PAYMENT APPLICATION EVEN IF NO ACTIVITY TOOK PLACE DURING THE PERIOD BEING REPORTED

IF YOU HAVE ANY PROBLEMS OR CONCERNS WITH ANY DBE, CALL THE CBDP OFFICE AT (414) 278-5248

**MILWAUKEE COUNTY  
COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE  
PROFESSIONAL SERVICES DBE SUBCONSULTANT PAYMENT CERTIFICATION**

**“DBE” SUBCONSULTANT PAYMENT CERTIFICATION**

**This form must be attached to the final Certificate for Payment Request by Primary Contractor/Consultants.**

County Department Issuing Contract/Project \_\_\_\_\_

Contract/Project Title \_\_\_\_\_

DBE Firm: \_\_\_\_\_

Project No. \_\_\_\_\_ Project Name: \_\_\_\_\_

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

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

Date \_\_\_\_\_, 200\_\_\_\_\_

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

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

Date \_\_\_\_\_, 200\_\_\_\_\_

\_\_\_\_\_  
(Prime Consultant/Contractor’s Signature)

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(DBE Sub-consultant/Subcontractor Signature) (Print Name & Title)