



**Milwaukee County
Office of the Sheriff
RFP # S10-08
Business Intelligence Project Manager
Version 1.0
8/13/2010**

**Request for Proposal
Due Date: August 13, 2010 2:00 P.M. CST**

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1 EXECUTIVE SUMMARY

The Milwaukee County Sheriff's Office (MCSO) is issuing this Request for Proposal (RFP) for the purpose of obtaining responses from qualified vendors for a Business Intelligence (BI) Project Manager that will lead a major law enforcement BI solution to a successful completion. Proposed resource must demonstrate that they possess the BI, technical and project management capabilities to perform the services as outlined in this RFP, and meet or exceed the requirements. MCSO and the vendor will negotiate the final contract, incorporating pertinent portions of the Vendor's response to the RFP. Both the vendor and MCSO 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.

The Sheriff's Office reserves the right to include additional or modified scope/requirements upon selection of final Proponent as well as after contract execution. The issuance of this RFP and/or the acceptance of proposals do not impose obligation upon the Sheriff's Office in any way. The Sheriff's Office reserves the right to reject any or all proposals and is not bound by this request to award a contract.

2 PROFILE OF MILWAUKEE COUNTY AND OVERVIEW OF ASSIGNMENT

Milwaukee County is the 44th largest county in the United States and home to more than 950,000 constituents. Milwaukee County Government is committed to providing high-quality, responsive services that enhance self-sufficiency, personal safety, economic opportunity and quality of life for its entire population. Milwaukee County Government will be one of many leaders that contribute to making this vision a reality.

The [Milwaukee County Sheriff's Office](#) is responsible for representing a variety of criminal justice disciplines, and creating a culture of service that views citizens of Milwaukee County as customers whose satisfaction is absolutely essential to the success of the department. To further this goal, the Sheriff's Office has invested in a BI solution to empower real-time decision making, optimize county resources, and provide a platform for accurate information sharing across the county. In order to ensure the success of this investment, the Sheriff's Office is looking for a qualified individual to assist in the planning, execution, monitoring, control, and closure of this important effort. This individual will manage the day-to-day project activities related to this effort and will coordinate with the county's Information Management Services Division (IMSD), the BI vendor, and business sponsors. The primary responsibility of the selected resource will be related to the successful implementation of a new BI solution, but this resource may be asked to consult on other important efforts as deemed necessary by the Sheriff's Office. At the conclusion of the BI effort, and at the discretion of the Sheriff's Office, the selected resource may be offered an opportunity to extend their engagement in order to provide daily management of other key efforts.

3 SCOPE OF SERVICES AND DUTIES TO BE PERFORMED

Business Intelligence Project Manager – (contract to hire)

3.1 Purpose of RFP

The purpose of this RFP is to obtain proposals from responsible firms that can provide a highly qualified BI Project Manager to lead the successful implementation of a BI solution for the Milwaukee County Office of the Sheriff. The select BI tool for this project is Information Builder's WebFOCUS.

3.2 Duties

Duties and position requirements are as follows:

- Provide knowledge and leadership in the planning, design, construction, and implementation of the BI solution
- Meld wide-ranging business requirements with various software and hardware technologies
- Manage the iterative approach that begins in development and continues through implementation as new information requirements are addressed and the BI solution evolves
- Interaction with a broad group of participants, ranging from other IT professionals responsible for critical information systems that capture or create data to deputies and command staff who need to access it
- Tie law enforcement information needs and business processes of the Sheriff's Office to specific BI reports
- Manage data integration, dimensional modeling, enterprise reporting and analysis efforts

- Prepare a proper top-down, structure project plan that defines the products that will be delivered as well as the activities that will be required to accomplish those deliverables
- Define the proper organization, resources, skills, required to complete the defined tasks
- Manage and monitor the project plan to ensure the project is delivered on time and within budget
- Define an appropriate communication plan to ensure proper notification of issues that need to be resolved and accomplishments that have been achieved
- Follow established project management methodologies as defined by the county Project Management Office

3.3 Required Skills

- In addition to a firm understanding of the principles of project management, the selected BI Project Manager will be knowledgeable about law enforcement and correctional business and technical aspects of the project and must be informed about the latest BI advancements
- Possess the necessary law enforcement and technical knowledge to challenge technical architecture and business leads to formulate and design a BI solution that meets the informational needs of the Sheriff's Office
- Analytical thinking to understand overall vision and minute details
- Organization and the ability to effectively prioritize work
- Leadership skills with the ability to inspire team members to execute the plan and successfully complete the project
- Superb writing abilities and verbal communication skills
- Strong interpersonal skills to motivate team, understand how things are going, resolve conflicts
- Problem-Solving ability to anticipate problems, recognize when problems arise and solve them quickly and efficiently
- Ability to prioritize, delegate, and manage time effectively
- Ability to choose team members with the proper skills and knowledge
- Bachelor's degree in Computer Science, Information Systems, or equivalent work experience in similar work environment
- Project experience with budgets ranging between \$500,000 to \$1 Million for no less than (5) years
- Project experience with BI applications (preferably Information Builders WebFocus) for no less than (5) years
- Overall project management experience must exceed (7) years
- Experienced with industry standard project management and SDLC methodologies
- Government, Law Enforcement, Correctional experience is a major plus
- Well versed with Microsoft Project or other project management software.
- Served in various capacities and roles on previous BI projects
- Previous law enforcement BI project management experience
- Ability to identify and react to items before they become issues
- Strong leadership skills to inspire and garner respect among project participants, sponsors and end user community

3.4 Basic Credential Qualifications

- Bachelor’s degree in Computer Science, Information Systems or similar information technology degree
- Advanced Degree; MBA, MIS, highly preferred.
- PMP, ITIL certifications highly preferred.

3.5 References

References must be provided for each proposed resource. Please see Appendix A for more details.

4 VENDOR INSTRUCTIONS/GENERAL INFORMATION

4.1 Proposal Responses

Responses to this RFP will be addressed to the following:

Brian Barkow
Captain CID
Milwaukee County Office of the Sheriff
821 W State St, Room 209
Milwaukee, WI 53233

Proposals must be received no later than 2:00 p.m. CST, on August 13, 2010. 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, one (1) electronic copy and three (3) additional copies of the RFP response in a sealed envelope no later than said date and time listed above. The electronic response should be emailed to Brian.Barkow@milwcnty.com.

4.2 Proposer Response Format

To assist the County in evaluating each submitted proposal equally, a standard format will be required. The following chart details the required proposal outline and specifies the minimum content of the proposal:

Proposal Outline

| | | |
|-----------|------------------------------|--|
| Section 1 | Executive Summary | <ul style="list-style-type: none"> • Briefly describe the key elements of your proposal. Highlight major features, functions, or area of support that may differentiate the skill set of the potential candidate’s offering from your competitors offering. • Include a statement of compliance with all terms and conditions of this RFP |
| Section 2 | Candidate profile and resume | <ul style="list-style-type: none"> • Provide a detailed resume of the potential candidate. Resume must meet the Basic Qualifications and the Credential Qualifications as outlined in the section above. Include the total number of years the potential candidate has worked for your company. • Elaborate on software implementation experience of the proposed candidate with BI applications, preferably large BI applications. Describe the proposed candidate’s roles and responsibilities as it relates to the implementation. • Elaborate the potential candidate’s project experience with budgets ranging between \$500,000 and \$1,000,000. Please describe the project(s) and the role and responsibility of the candidate. • Elaborate on the potential candidate’s project management experience with BI implementations. Highlight the type of facility that implemented the BI solution, the company name, the timeline and a high level budget • Elaborate on the potential candidate’s ability to meet the Required Skills defined in Section 3.3 |
| Section 3 | References | <ul style="list-style-type: none"> • Provide information for three (3) to five (5) business |

| | | |
|-----------|------------------------------|---|
| | Appendix A | <p>references. See Appendix A.</p> <ul style="list-style-type: none"> • All information provided must be current and correct. • The references provided above will be contacted and questioned by The Sheriff’s Office regarding the performance of the proposed resource. Any information received from these contacts will be used to assist the Sheriff’s Office in making a decision. The details of such communication will not be disclosed to other firms or to the proposing vendor |
| Section 7 | Financial Information | <ul style="list-style-type: none"> • Financial Information: The RFP response shall include an hourly cost estimate for provision of all services to be contracted as requested in Scope of Services. All bidders are responsible for providing additional costs or the total/”all-in” cost to the County. |
| Section 8 | Signature Page Appendix B | <ul style="list-style-type: none"> • Signed copy of Signature Page (found in Appendix B). |

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 The Sheriff’s Office. All proposals and accompanying documentation will become the property of the Sheriff’s Office and will not be returned.

Contract Flexibility: It is critical that the successful proponent realize how change may affect the way in which the County moves forward with this initiative and to plan for such changes. During the contract, the County may be subject to change in mandate, organization, financial and support requirements that may cause for cancellation or modification of an executed agreement. It is possible that the work load may substantially decrease or increase during the period of the Contract. The County requires a Project Manager with the flexibility to manage any situation that may arise. This may necessitate a Contract adjustment if the business change is significant.

General Security and Disclosure: The successful Proponent 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, the successful Proponent 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. The Sheriff’s Office may require a signed non-disclosure statement prior to granting access to certain Milwaukee County information.

Variations: Variations to the specifications may be bid when indicated in Vendors proposal. The Sheriff’s Office will determine if the variations are acceptable. Also, variations will not receive favorable consideration if another vendor can meet the preferred specifications.

Designated Sheriff’s Office Contact: All communications and/or questions in regard to this request must be in writing and emailed to: Brian Barkow, Captain, Brian.Barkow@milwcnty.com. 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: The Sheriff’s Office 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.

The Sheriff’s Office reserves the right to change the RFP schedule or issue amendments to the RFP at any time. The Sheriff’s Office also reserves the right to cancel or reissue the RFP.

Rejection of Proposals: The Sheriff’s Office 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 Milwaukee County.

Disclaimer: The Sheriff’s Office reserves the right to share, with any consultant of its choosing, the RFP and any resultant Proposals in order to secure expert opinion.

5 Evaluation of Proposal

A selection Project Team from Milwaukee County will evaluate all proposals received. The evaluators will consider how well the proposed solution meets the Sheriff’s Office’s requirements as described in the Proposer’s RFP response. It is important that the responses be clear, complete and accurate.

5.1 Evaluation Factors

Selection of finalists will be primarily rated according to the following criteria:

| | |
|--|------|
| Experience and Qualifications of proposed contractor..... | 40% |
| Cost of Proposal..... | 30% |
| References..... | 20% |
| Vendor is a Certified DBE Firm (Evaluated on a Pass/Fail Basis)..... | 10% |
| Total..... | 100% |

The evaluation factors identified above reflect a wide range of criteria. While cost is important, other factors are also significant. Consequently, the Sheriff’s Office 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.

5.2 Financial Information and Cost Proposal

Vendor will provide an hourly cost for services requested and highlight any and all potential other costs.

5.3 Best and Final Offer

The Sheriff’s Office 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.

5.4 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. The Sheriff’s Office reserves the right to make an award without further discussion of the proposal submitted. The Sheriff’s Office shall not be bound or in any way obligated until both parties have executed a Vendor contract. The Sheriff’s Office 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 The Sheriff’s Office 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 the Sheriff’s Office to successfully negotiate a contract by the date indicated in Section VI of this RFP.

5.5 VALUE Group

It is the intention of Milwaukee County that any contract executed would serve as a pricing and service model that would be open to all municipalities that are members of the Value Purchasing Group. Each Value Group participant may develop a separate terms and conditions amendment to the contract to address specific member agency needs.

6 MILWAUKEE COUNTY STANDARD TERMS AND CONDITIONS

6.1 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

6.2 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

6.3 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.

6.4 Drug Free Workplace

The vendor must describe corporate policy regarding pre-employment drug testing and regarding maintaining a drug-free work environment. All vendor employees and independent contractors as well as subcontractors must participate in a pre-employment drug-screening program provided through the vendor. This drug screening must include the most common drugs of abuse. Positive results that are not sufficiently explained by legitimate prescription medications will result in the individual not being allowed within the facilities.

6.5 Staff Project Participation

MCSO reserves the right to approve or reject, for any reason, any and all vendor or subcontractor staff assigned to this contract. Additionally, MCSO may deny access or admission to MCSO facilities at any time for such staff. Such access will not reasonably be withheld. MCSO will be responsible for the timely completion of all proposed vendor staff criminal background checks prior to any such staff's initiation of recurring services. Vendor applicants or staff, who do not pass background checks will be denied access to the jail and to any county office as determined by MCSO.

6.6 Cooperation upon Termination

The Vendor must cooperate with MCSO in the event of termination so as to ensure that MCSO can maintain continuity of service delivery.

6.7 Termination by County for Violation by Vendor (For Cause)

If the Vendor fails to fulfill its obligations under the contract resulting from this RFP, in a timely and proper manner, or violates any of its provisions, County may thereupon have the right to terminate the agreement by giving thirty (30) days written notice of termination, return receipt required, specifying the alleged violations and effective date of termination. The contract may not be terminated if, upon receipt of the notice, the Vendor promptly cures the alleged violation prior to the end of the notice period. In the event of termination, MCSO will only be liable for services rendered and expenses incurred through the date of termination and not for the uncompleted portion and for any materials and services purchased or paid for by the Vendor for use in completing the contract.

6.8 Unrestricted Right of Termination by County (Without Cause)

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.

6.9 Eliminations, Delays, or Reduction in Funding

Said termination may also occur should Milwaukee County Board of Supervisors fail to appropriate sufficient monies required for the completion of the contract. All agreements are subject to appropriation and funding. In the event of any elimination, delay or reduction in funding available to the contract, MCSO may seek supplemental funding and may renegotiate with the Vendor the rates and services to be continued under the agreement. In no event may MCSO be penalized for any payment not made in a timely manner due to any delay in appropriation or funding.

6.10 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.

6.11 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.

6.12 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.

6.13 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 D). 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 or Mildred Hyde-Demoze at mildred.hyde-demoze@milwcnty.com

6.14 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 aforestated 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.

6.15 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.

6.16 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 C** 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.

6.17 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.

6.18 Subcontracts

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

6.19 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.

6.20 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."

6.21 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.

6.22 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.

6.23 Notices

Notices to County provided for in this RFP and eventual contract shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to:

**Brian M. Barkow, Captain
Milwaukee County Sheriff's Office
821 W State St, Room 209
Milwaukee, WI 53233
E-mail: brian.barkow@milwcnty.com**

The reverse will also hold true regarding notice to the Vendor as the parties may designate.

6.24 Binding Effect

This resulting agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. The Milwaukee County Sheriff's Office RFP and the vendor's proposal in response to the RFP and any additional negotiated conditions reduced to writing will constitute the contract between the successful vendor and Milwaukee County. This agreement then constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Vendor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations and orders.

6.25 Milwaukee County's Use of Technology Policy

Vendor will be furnished with a copy of Milwaukee County's Use of Technologies Policy 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.

7 APPENDICES

7.1 Appendix A – Vendor References

Proposals must include a list of three (3) to five (5) organizations that can be used as references for work performed in the area of service required. Clearly describe the services provided to these current or past 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 project or program management. The results of the references will be used in scoring the written proposals.

References must be appropriate to this RFP.

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. It is preferred that Vendors who are providing, or have provided, service to any Milwaukee County site not include Milwaukee County as one of the three (3) to five (5) references. 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.

7.2 Appendix B – 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 Appendix A of this RFP.

By signing this invitation for Proposals the Responder hereby agrees to comply with the instructions to 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: _____

7.3 APPENDIX C - 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.

Type of Coverage

Minimum Limits

| | |
|---|-----------------------------------|
| 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 Occurrence |
| Professional Liability Minimum Limits | |
| Errors & Omissions | \$1,000,000 Per Occurrence |
| Refer to paragraph A2 for additional conditions | |

Indicate if claims made or occurrence policy

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 subconsultant 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 D Disadvantage Business Enterprise Forms

7.4 Appendix D Disadvantage Business Enterprise Forms

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.)

| |
|--|
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| |

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)?

| |
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Appendix D Disadvantage Business Enterprise Forms

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.)

| Vendor Contacted | DATE OF WRITTEN NOTIFICATION | DBE (Yes/No) | Date of Follow-up Telephone Call |
|-------------------------|-------------------------------------|---------------------|---|
| | | | |
| | | | |
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3. Identify publications in which announcements or notifications were placed and published, if any. (Attach copies of proof of each announcement or notification.)

| Published Announcement/Publication (please describe) | Date |
|---|-------------|
| | |
| | |
| | |
| | |
| | |

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

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

5. Were the services of 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: _____

Appendix D Disadvantage Business Enterprise Forms

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 |
|---|--|
| | |
| | |
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| | |

10. Other comments you want Milwaukee County to consider:

| |
|--|
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| |

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 ____.

 Notary Public

My commission expires _____, 20 ____.

Appendix D Disadvantage Business Enterprise Forms

MILWAUKEE COUNTY

COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE

PROVISIONS GOVERNING GOOD FAITH EFFORTS

(Based upon 49 CFR Part 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-001 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 subcontractors. Both, the contracting officer and the administrative hearing officer(s) will be guided in their decisions by Appendix A and the contents of the bidder/proposer's DBD-001PS. 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.

Appendix D Disadvantage Business Enterprise Forms

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.

Appendix D Disadvantage Business Enterprise Forms

- (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 providers 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.

Appendix D Disadvantage Business Enterprise Forms

COMMITMENT TO SUBCONTRACT WITH *DBE* FIRMS

PROJECT No.: _____ PROJECT
 TITLE: _____

TOTAL CONTRACT AMOUNT (*) \$ _____ **DBE Goal:**
 _____ (*)

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 |
|---|---|-------------------------|---------------------------------------|-----------------------|------------------------|
| | | | | | |
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| | | | | | |
| | | | | | |

(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_____

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

[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.

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FOR CBDP USE ONLY: (A) \$ _____
(V) \$ _____

Total % _____

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-014PS
Rev. 03/05/04

PLEASE SEE NEXT PAGE FOR INSTRUCTIONS AND ADDITIONAL REQUIREMENTS

Signature

Date

Appendix D Disadvantage Business Enterprise Forms
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.***
4. **VIOLATION OF THE TERMS OF THE AFFIDAVIT WILL BE GROUNDS FOR TERMINATION OF YOUR CONTRACT.**
5. **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.

Appendix D Disadvantage Business Enterprise Forms

6. **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.

7. **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

Appendix D Disadvantage Business Enterprise Forms

SUBMIT 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: _____

See next page for directions for completing this report.

**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.

Appendix D Disadvantage Business Enterprise Forms

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 sub consultants 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 sub consultants.
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 sub consultant for the period being reported.
19. The total dollar amount paid to each DBE sub consultant to date (cumulative). As an example--if the report covers the first payment to a DBE sub consultant, 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 sub consultant 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

Appendix D Disadvantage Business Enterprise Forms

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 reference Milwaukee County project or contract.

Date _____, 20____

***SECTION (B) BOTH PRIME CONTRACTOR AND DBE COMPANY COMPLETE IF FULL PAYMENT HAS NOT BEEN MADE TO DBE SUBCONTRACTORS 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 _____, 20____

(Prime Consultant/Contractor's Signature) (Print Name & Title)

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