



# Milwaukee County Sheriff's Office

## **REQUEST FOR PROPOSAL INMATE TELEPHONE SYSTEM**

**RFP # 6650**

**JUNE 7, 2011**

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## I. OVERVIEW

### A. PROJECT DESCRIPTION

The Milwaukee County Sheriff's Office, identified throughout this document MCSO, is hereby soliciting competitive sealed proposals from qualified professional firms to provide an Inmate Telephone System, at County Correctional Facility Central (CCFC) and County Correctional Facility South (CCFS) including compliance with all terms and conditions described in this document. This RFP process operates under Chapter 56.30 of Milwaukee County Ordinances for Professional Services.

### B. SCOPE OF THE PROJECT

The intent of this solicitation is to obtain an Inmate Telephone System solution from a qualified firm(s) to work with Milwaukee County Sheriff's Office to deliver this system. The project scope is to provide an Inmate Telephone solution, meeting at a minimum, the specifications provided in this document. Requirements of the new system include web based interface, collect call and debit card/prepaid capabilities, archival system with automatic archiving, database management, Jail Management System integration, inmate accounts integration, investigative tools and access to historic phone recordings and database of the current vendor.

1. The vendor will replace the existing infrastructure including the phones, carousels, and wall mounts in each housing unit. The system must meet the specifications provided herein by Milwaukee County Sheriff's Office.
2. Establish an inmate phone control system that provides voice monitoring and digital recording of inmate conversations, detailed call records and provides two-party acceptance of the call.
3. Provide an integrated system of call control, monitoring, and recording to support legal prosecution.
4. Provide a centralized database system, which allows investigative inquiries across the inmate population concerning calling traffic. Database and recordings are to be located on site.
5. The proposal should describe the systems design, client software, server software, networking, networking equipment and phone equipment, training, documentation and maintenance.
6. The software must be web based with Adhoc reporting capabilities.
7. The system must incorporate the latest technologies and open-systems components that are available for software and hardware in computing and telephone systems and provide for upgrades to the system at no charge.
8. Recording retrieval must be immediate with no limitation on call volume. Recordings must include in the download any codecs necessary for play back.

9. Provide high quality service at fair prices for the public and inmates.
10. Maximize revenue to MCSO given the above functionality.
11. Provide timely and accurate reporting and disbursement of commissions/revenues.
12. A breakdown of service fees associated with pre-paid cards and pre-paid billing must be included.
13. Projected revenues and billing methods should also be included.

### **C. BACKGROUND**

1. Any information contained herein is provided as an estimate of volume based on past history. This data is provided for the general information of vendors and is not guaranteed to be relied upon for future volume levels.
2. Currently there are approximately 243 fixed inmate telephones at the CCFC and 335 at the CCFS.
3. 2010 Average Daily population CCFS 1712  
2010 Average Daily population CCFC 872

## II. SYSTEM SPECIFICATIONS

### A. GENERAL REQUIREMENTS

The contract resulting from this procurement must include all of the following elements.

1. All equipment, local and long distance calling service and a complete range of management and administrative capabilities.
2. Collect, outgoing calls only, with various features and institutional variations in feature applications and usage. Debit system involving commissary, no debit cards to be utilized. Full integration with current jail management system and commissary system. Inmate PIN numbers utilizing booking numbers plus additional PIN digits.
3. Web Based Interface
4. System must utilize the latest biometric technology.
5. All recordings and the database to be stored on site at a central location.
6. MCSO owns the recordings and has full access to the database. Access software should be integrated and licensed in perpetuity in the event that Vendors or calling platforms are changed. MCSO will have full access indefinitely, at no additional charge.
7. Compliance with all Public Service Commission of Wisconsin rules, Federal Communications Commissions rules and all other applicable standards and regulations is required over the life of the contract. All tariffs, standards and regulations utilized in pricing calculations must be provided in the RFP response.
8. Office of the Sheriff, Milwaukee County is expecting appropriate commission/revenue.
9. Projected performance outcomes should be specifically spelled out on a monthly and annual basis. This includes information on projected revenue, as well as the underlying assumption for achieving same and any methods for revenue enhancements recommended by your firm and how those enhancements will affect the performance outcomes.
10. The cost of any and all interfaces to any County systems is the responsibility of the Vendor.

### B. HARDWARE

1. All equipment associated with the Inmate Telephone System must be grounded in accordance with current telephone installation standards.
2. **Surge protection and separate Uninterruptible Power Supply (UPS)** shall be included to prevent potential problems in the system caused by power surges and spikes.
3. The proposed system will not require any electrical outlets at the actual phone set locations.

### **C. TELEPHONES:**

1. The vendor and/or management consultant shall provide all mounting devices, carousels, phone hardware, any applicable software and maintenance to the same.
2. CCFS New configuration and number of phones- 6 per dorm with the capability to expand to 8. Phones either wall mounted or mounted on a detention grade trough depending on the dorm.
3. CCFC Configuration and number of phones to be determined

### **D. CONNECTIVITY:**

1. All wiring provided must be of sufficient quality and quantity to support all requirements and meet all codes and ordinances.
2. Cabling upgrades shall be provided by the vendor and/or management consultant, where necessary, to meet these requirements.
3. In-place cabling will be allowed to be tested and re-used.

### **E. SECURITY FIXTURES**

1. Surface mounted instruments enclosed in correction grade metal (where applicable) housing with protected cords (18" in length), finishes, and mountings suitable for use in a correctional facility.
2. Hearing aid compatible, tamper resistant handsets.

### **F. TDD DEVICES**

1. 2 TDD devices at each facility will be provided to be in compliance with ADA requirements.
2. Each dorm will have a TDD connection port.

### **G. CALLING INSTRUCTION PLATE**

1. Each instrument is to be equipped with a calling instruction plate which will inform the inmate that the Sheriff's Office personnel may monitor, time and restrict service from the telephones, and that use of the telephone constitutes consent to these conditions.
2. This plate should be written in both English and Spanish, and are to be maintained in legible condition during the term of the contract.

### **H. SUPPORT EQUIPMENT**

1. Vendor and/or management consultant will provide all miscellaneous equipment required such as computer(s), printer(s), modems and system software necessary to allow facility officials to query, display and print individual inmate telephone activity as well as to perform general system administration and maintenance diagnostics.

## **I. INSTALLATION**

1. All software and hardware will be installed and be fully operational per manufacturer's specifications for such equipment within 60 days after contract execution.
2. Continuity of service must be maintained during the installation process of any new equipment.

## **J. EQUIPMENT**

1. Equipment shall be new and unused.
2. Equipment classified as demonstrators, prototype or discontinued are not acceptable.
3. The equipment shall be the latest model offered and must be tried, proven, and in current use.
4. Mini stainless steel phones to be installed in all areas.
5. Handset cords are to be 18" length with Gorilla cords.

## **K. SERVICE**

1. Local, intra- and inter-lata services and interstate. Outgoing calls only.
2. Collect person-to-person calling.
3. No live operators will be a part of the Inmate Telephone System. No access to human operators for directory assistance, long distance calls, caller assistance or any other reason will be permitted.
4. Pre Recorded Announcement- All call attempts, once cleared through the validation process, must include a recorded message to the called party including but not limited to the following:
  - a Name and location of the originating facility.
  - b Name of the calling party.
  - c Message that the call is subject to monitoring and recording.
  - d Instructions on how to accept or reject the call.
  - e Menu of other options, i.e. cost of the call, how to block the call, number to call for inquiries.
  - f Other information as requested by MCSO. Recordings/prompts are customizable by MCSO at no extra cost to include different recordings per location.

## **L. ACTIVE CALL ACCEPTANCE**

1. The system will require active call acceptance from the caller and called party. A message will play for each party notifying each party that the call is subject to recording and monitoring.
2. The caller must depress a button to acknowledge the recording of the call.
3. The called party is notified of the call from the facility and they will also be notified that the call is subject to monitoring and recording and need to depress a key to acknowledge the recording of the call and accept the call.
4. Prompts announcing monitoring and recording are to be prior to dialing the call (inmate) and prior to pressing accepting number (called party) or active 2-party acceptance will be a part of the calling protocol.
5. Billing begins when the called party accepts the call.

## **M. UPGRADES**

1. Regular software upgrades are to be implemented throughout the contract term, with new and enhanced features being offered to the County at no additional charge.
2. Failure to install upgrades within 60 days of release will result in a penalty of \$1,000 per day for each day after the 60 days.

## **N. DIALING RESTRICTIONS**

1. Blanket restrictions must be in place to operator and directory services numbers, 911 and other emergency service numbers, specific numbers such as the institution's employees, other long distance carriers via 950, toll free or by any other means.
2. All calls to 800, 900 and 888 area codes must be prohibited and any other area codes or exchanges designated by MCSO in the future.

## **O. SYSTEM ADMINISTRATION**

1. The system provides a secure logon procedure that guards against fraudulent use and tracks user activities. Several levels of security and site defined security levels administered and controlled by MCSO.
2. Vendor and/or management consultant shall provide 24-hour/day, 7 day telephone access with local or toll free number for full maintenance support, and responsibility for providing coordination of repairs on local/intralata/interlata/interstate services with a one hour initial response time. Any and all repairs will be performed at the Vendor's and/or management consultant's expense during the term of the contract through the maintenance contract.

3. The vendor and/or management consultant will be responsible for maintaining records in accordance with generally accepted accounting practices that sufficiently and properly reflect all gross revenues generated.
4. Vendor will reimburse MCSO for one full-time onsite Deputy to assist in the administration of the Inmate phone system.

#### **P. TRAINING**

1. The vendor and/or management consultant will provide training on the operation of the system and all auxiliary services at no additional cost to the County.
2. Training must include all inmate functions, system administration functions, report generation and use, recording/monitoring, vendor support procedures, and other subjects needed for full and complete implementation.
3. Training shall be provided to make facility personnel familiar with the operation of the inmate telephone system and all auxiliary services prior to cutover on the use of all equipment and functions available to the Department and inmate. Up to five (5) employees from MCSO shall be provided complete on-site system training.

#### **Q. SERVICE RESPONSE**

1. All service calls and/or requests shall receive a response within 1 hour of notification via phone call or in person from vendor or management consultant.
2. In addition a follow-up response shall occur within 24 hours verifying the repair has been completed and the system is working properly.
3. Failure to comply with the service response requirements will result in penalties.
4. Vendor is responsible for end to end network and equipment.

#### **R. SYSTEM REQUIREMENTS**

1. System shall provide automatic problem reporting capabilities, automatic notification to vendor or management consultant when any segment of the system is out of service.
2. System shall provide the capability to establish a line credit per billed number.
3. The system must utilize PIN numbers for each individual inmate for monitoring of calls, and PANS for specific housing units.
4. System shall provide live monitoring at any location from any location. Monitoring can be done from any workstation. Calls can be disconnected without any warning to either party involved in the conversation (to be controlled by the security level of the system)
5. System shall provide call detail-reporting (CDR) capabilities – the PIN of the caller, the telephone/line being used, number dialed, date, time-of-day and duration of the call and reason call ended. This CDR must be maintained for future lookup.

6. System shall provide call-blocking feature and MCSO ability to remove blocks not associated with billing issues. All blocks need to capture date block was initiated, specific reason for the block and person/entity applying the block.
7. System shall be RAID with a hot swappable drive.
8. Redundancy of switching equipment.
9. System must include backup feature with regular backups.
10. System shall provide a redundant 10 digit call validation system on a real-time basis allowing a maximum of 10 seconds for validation to eliminate access to blocked numbers, cellular phones, payphones or other non-billable numbers, using either network, internet, or VPN and dial-up only as a backup validation process.
11. System should be able to provide billing name and address lookup identifying the name and billing address associated with the telephone number called.
12. The County will bear no responsibility for the loss of revenue as a result of fraudulent use of the telephone service.
13. System shall provide recording capabilities integrated into the system and shall include conversation monitoring, recording, and playback. Formats of the recordings should include mp3, wave, mpg, mpeg and be enhanced with new technology as it develops. Medium for the recording to include, tape, CD, DVD and dual layer DVD. CODECs for playback must be included in the recordings. Recordings to be downloaded real-time with no time delays or size limitations.
14. Playback recordings and the associated call detail must report must support e-mail functionality.
15. Compression of recordings cannot degrade the quality of the recording.
16. System should include all the latest investigation technologies. The covert alert function must have the capability to dial more than one number.
17. The system provides a security method for verifying authenticity of recordings. Completed inmate calls are protected from fraud and tampering.
18. System needs to provide a rich compliment of search and sort features both administrative and investigative. This includes but is not limited to:
  - a) Incomplete, complete, played, recorded, copied or downloaded calls, calls with notes and the notes content,
  - b) Notes should include user and date and time of entry.
  - c) Call duration, the manner in which call was initiated and terminated.
19. Ability to use bookmarks.
20. Ability to turn off entire system and specific phones from the software. Hours of operation can be controlled by facility and by housing unit.
21. Ability to apply call restrictions per housing unit/ per inmate/per phone number.
22. System must have the ability to provide voice prompts in both English and Spanish.
23. Facility officials will set limits of length of calls, not to exceed fifteen minutes.

24. Inmate is to be signaled call duration time limit is about to expire-provide a 1-minute notice.
25. Free Calls to the Public Defender's Office all calls made by inmates to the Public Defender's office are free calls to the public defenders office until such time as the MCSO directs vendor to begin to charge for those calls.
26. All telephone lines installed must be able to provide simultaneous service at all times, with no blockages at the network level due to insufficient access, processing capacity, database interaction or any other limitation of provider equipment or services.
27. System is to be scalable to any new facility/new construction and/or expansion or upgrade of current facilities.

## **S. STORAGE**

1. System to have the capability to store 10 years of recordings. All of which are instantly available.
2. System designed to prevent deletion of any recording or database entry.

## **T. REPORTING**

1. System should include the following reports, charts and graphs:
  - a) Usage broken down by facility, dorm, time of day, type of call
  - b) On demand daily revenue
  - c) Analysis of call terminations
  - d) Frequently dialed numbers and who dialed them
  - e) Calls by PIN number
2. The report function must include very specific reason coding for blocked calls (i.e. unable to bill local carrier, high call volume in short period of time, used up pre-paid credit line, harassment, cell phone number, prohibited number, request of DA or law enforcement, request of "phone" owner, etc).
3. Ad hoc reporting capabilities by MCSO to create and generate reports at no additional charge

## **U. ACCOUNTING**

1. Commission Payable – The commission payable shall be based on gross billings for all calls placed on the Inmate Telephone System. Total gross billings shall be defined as total calls placed on or through the Inmate Telephone System, billed at the agreed upon rates. Commissions are based on all completed calls regardless of whether the amount is collectible.
2. Commission Checks will be submitted to Milwaukee County Sheriff's Office by the 10<sup>th</sup> day of the following month and accompanied by a report itemizing the minutes of usage, number of calls, gross billings and commission for each telephone.

## **V. HISTORICAL ACCESS**

1. Access to Current System database and recording will be provided to MCSO at no additional cost for the period of 24 months.

### III. RFP INFORMATION, PROCESS AND ACTIVITIES

#### A. PROPOSED TIMETABLE

RFP Milestones	Proposed Completion Dates
RFP issue date	June 7,2011
Notice of Intent to Respond due	June 17,2011
Site Surveys	June 22,2011
Vendor Presentations	June 23, 2011
Written Questions due	July 1,2011 am CDT/CST
Written Q&A e-mailed to vendors	July 5,2011
Written Proposals due	July 19, 2011 11:00 am CDT/CST
Evaluation Period	August 2011
Notice of Intent to Award Contract	September 2011
County Board Approval	September/October 2011
Contract Start Date	November 1, 2011

Note: MCSO reserves the right to extend or modify this timetable.

#### B. LETTER OF INTENT

1. All Vendors are required to send a Letter of Intent to Bid (form include in the RFP) stating their intention to bid. Letters Of Intent should be e-mailed to [dburmeister@milwcnty.com](mailto:dburmeister@milwcnty.com). Proposals will not be accepted from vendors who have not submitted a Letter or Intent to Bid. Include with the Letter of Intent to Bid the firm's annual report and a current financial statement covering the last two fiscal years. An Authorization for Reference Check form supplied with this proposal shall also be completed and returned with the Letter of Intent to Bid.
2. As part of the Proposal evaluation process, County may contact those persons or firms that have been identified as potential references or having information concerning credit worthiness, work performance and capability to perform this contract. In addition, County may also contact other business associates or other parties that have knowledge of the firm.

#### C. SITE SURVEYS

1. Site survey is mandatory.
2. Each vendor submitting a Letter of Intent will be required to attend a site survey meeting.
3. Vendor presentations are optional but information presented during the presentations may be used in the evaluation of the vendor's submitted RFP response. Vendors will be notified of their scheduled time after the Letters of Intent have been received. Presentations will only be allowed during the published date.

4. Vendors must supply their own equipment for their presentation.

#### **D. VENDOR QUESTIONS/REQUEST FOR ADDITIONAL INFORMATION REGARDING RFP**

Should clarification of the RFP or additional information be requested, such requests must be made by e-mail and received by 11:00 am CST/CDT on **July 1, 2011**. No questions will be accepted after this date. Contact person is:

**Lieutenant Debra Burmeister Adjutant to the Major,  
Milwaukee County Sheriff's Office  
County Correctional Facility South  
8885 S 68<sup>th</sup> Street  
Franklin, WI 53132  
e-mail: [dburmeister@milwcnty.com](mailto:dburmeister@milwcnty.com)**

#### **E. RESPONSES FOR ADDITIONAL INFORMATION**

1. Questions and answers will be e-mailed to all companies submitting questions. The company placing the question will not be identified.

#### **F. RFP DISCREPANCIES/ERRORS**

1. If a vendor discovers an error (which includes ambiguity, mistake, conflict, discrepancy, omission or other deficiency) in this RFP which prejudices the vendor's ability to respond definitively to the proposal request, or which might prejudice satisfactory performance under a contract containing the RFP provision(s) in question, the vendor must immediately notify Debra Burmeister at [dburmeister@milwcnty.com](mailto:dburmeister@milwcnty.com) in writing requesting modification or clarification of the proposal request.
2. No revisions to this proposal request may be made unless in the form of an official addendum issued by Milwaukee County. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, addenda will be posted to Website: [www.mksheriff.org](http://www.mksheriff.org) in "MCSO Bids and RFP's". Vendors must check the website for posted addenda; they are encouraged to check daily
3. If, prior to the date fixed for the submission of bids/proposals, a Vendor fails to notify County of an error about which it knew or should have known, and if a contract is awarded to the Vendor, the Vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

#### **G. CHANGES TO THE RFP/ COUNTY ADDENDA**

1. The County reserves the right to amend or withdraw this RFP at any time without notice or

penalty.

2. If it becomes necessary to revise any part of this RFP, or if additional data are necessary for an exact interpretation of provisions of this RFP prior to the due date for Proposals, the RFP Manager will post addenda to the County website at: [www.mksheriff.org](http://www.mksheriff.org) in “MCSO Bids and RFP’s”. If such addenda issuance is necessary, the County reserves the right to extend the due date and time of Proposals to accommodate such interpretations or additional data requirements. The County will send an email to a Vendor who has sent an electronic Letter of Intent to Bid. Therefore, the County encourages all Vendors to access the RFP on the County website daily to ensure that Vendor is kept up-to-date on any and all changes to the RFP.

## **H. BIDDER COMMUNICATION**

1. Bidders are prohibited from communicating directly with any employee of MCSO except as described herein. No County employee or representative other than those individuals listed as County contacts in this RFP is authorized to provide any information or respond to any question or inquiry concerning this RFP.
2. MCSO shall not be responsible for verbal information given by any MCSO employee or other person other than duly authorized MCSO Staff. The issuance of a written response to questions and/or a written summary of the pre-proposal conference, if applicable, are the only official methods whereby interpretation, clarification or additional information will be communicated and authorized.

## **I. ORAL PRESENTATIONS**

1. Vendors may be required to participate in oral presentations to support and clarify their proposals. Oral presentations will be held at the Criminal Justice Facility. MCSO assumes no liability for the cost of travel. MCSO will make every reasonable attempt to schedule each presentation at a time that is agreeable to the vendor. Failure of a vendor to participate in oral presentation on the date scheduled may result in rejection of the vendor's proposal.

## **J. PROPOSAL FORMAT**

1. Cover Letter: A cover letter submitted on the firm’s letterhead and signed by an authorized official of the firm, certifying the accuracy of all information in the proposal and certifying the price proposal will remain firm for 120 days from the date submitted. Said letter must contain the following certification:
2. “The undersigned certifies and represents that all data, pricing, representations and other information, of any sort or type, contained in this response is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying

on the information contained in this proposal in order to evaluate and compare the responses to the RFP.”

3. Executive Summary: Submit and executive summary of the proposal, covering the main features and benefits that distinguish it, in non-technical terms. Do not exceed five pages and do not include and pricing information.
4. The vendor proposals must answer this RFP section by section or the proposal may be disqualified and rejected. The vendor must reply by section and state in specific terms what services they will provide and their respective approach in addition to what services they will not be able to provide. The proposal should address each section in this RFP that deals with requirements, either legal or technical, and clearly state either “comply” or “not comply.” Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully by the vendor and must be included in the section to which it applies. A separate “Exception Appendix or section” will not be considered by the review committee.
5. The proposal will describe in detail how implementation of the program plan will be accomplished. The proposal will answer how the Vendor will provide the services listed and reference by number the appropriate category and subtask.
6. Each company submitting a proposal must meet the minimum requirements for scope of services contained in the RFP. Failure to respond completely or submission of alternatives without having first met the base requirements identified may result in disqualification of the proposal.
7. The vendor is admonished not to simply repeat the requirements of the RFP as the services to be provided. The proposal should be as concise as possible with minimal duplication of information.
8. Appendices and attachments to the base proposal should be separate and contribute significantly to the value of the proposal.
9. The proposal must demonstrate the vendor understands the scope of work and has the capability to deliver the services described.

## **K. EVALUATION PROCESS**

1. Evaluation Committee - MCSO will establish an Evaluation/Selection Committee to evaluate proposals. The Evaluation Committee will assign points, total the points, rank the proposals and select the finalist in accordance with criteria noted in this RFP
2. Scope of Services/Technical Requirements will be evaluated separately from Price and the recommendations made independently.
3. MCSO reserves the right to require oral presentations and/or written questions/answers for further clarification of specific RFP responses.
4. MCSO will issue a Notice of Intent to Award. Non-finalists will be notified of their status by e-mail.

5. Notification will be given to the company selected to pursue to contract negotiations. Contract negotiations will be initiated with the highest ranked firm after ranking is combined for scope of services and price and then finalized by the Evaluation Committee and approved by appropriate MCSO authorities. Should MCSO be unable to come to terms with this firm, the next highest ranked firm will be contacted and negotiations begun with them should MCSO make the determination to continue forward.
6. MCSO may select a successful vendor on the basis of the response/proposal demonstrating the best value in total for the professional services requested and described. Company selection may be based upon the proposal that best achieves the goals of this RFP.

**Note:** If a Vendor’s financial condition is determined to be questionable MCSO reserves the right to disqualify the Vendor in question without further evaluation of the proposal.

**L. EVALUATION CRITERIA**

<u>Evaluation Criteria</u>	<u>Points</u>
Professional & Corporate Experience, Background and Qualifications	5
Quality of Proposal/Presentation	25
Reporting Requirements	5
Financials/Financial Depth and Stability	10
References	5
DBE Compliance	Pass/Fail
Cost/Price	50
<b>Total Maximum Score</b>	<b>100</b>

**Note:** If a Vendor’s financial condition is determined to be questionable MCSO reserves the right to disqualify the Vendor in question without further evaluation of the proposal.

**M. BEST VALUE**

1. MCSO may select a successful vendor on the basis of the response/proposal demonstrating the best value in total for the professional services requested and described. Company selection may be based upon the proposal that best achieves the goals of this RFP.

**N. RESERVATION OF RIGHT TO CHOOSE VENDOR**

1. MCSO reserves the total, unrestricted and unilateral right to accept or reject any or all proposals, to waive irregularities and technicalities, and/or to request resubmission. There is no obligation on the part of MCSO to award the contract to the lowest bidder, or to any vendor. MCSO reserves the right to award the contract to a responsible submitter providing a responsive proposal with a resulting agreement that is most advantageous and in the best interests of MCSO.
2. MCSO shall be the sole judge of the proposal and the resulting agreement that is in its best

interest, and its decision shall be final.

3. MCSO reserves the right to award one or more contracts as it deems necessary.

#### **O. COUNTY RIGHT TO NEGOTIATE**

1. MCSO reserves the right to negotiate the terms of the agreement as a result of this RFP and may negotiate a modification in any component of the scope of services or price identified in the original proposal with the goal of reducing costs to MCSO.

#### **P. REJECTION OF PROPOSALS**

1. MCSO reserves the right to reject any and/or all proposals or any part of each proposal; to waive any irregularity in any proposal and determine which firm, in its judgment, best meets MCSO's needs to receive an award after successful contract negotiations.
2. MCSO makes no assertion that any professional services will be purchased from any vendor as a result of this RFP.

#### **Q. REASONABLE ACCOMMODATION OF VENDOR**

1. Any vendor with a disability or hardship must identify the issue, communicate with MCSO, and make a written request for reasonable accommodation. MCSO will respond to requests for accommodation on a case-by-case basis, based upon the individual circumstances of each situation. MCSO reserves the right to reject requests for accommodation that are unreasonable.

#### **R. PROPOSAL NUMBER AND IDENTIFICATION**

Mark all documents with the RFP number. One original signed copy of the proposal marked "Original" and five (5) signed copies of the proposal shall be submitted by express or overnight mail/shipping service, U.S. Postal Service, hand delivery by a company representative, or by Courier in two sealed packages clearly marked on the outside:

**“Sealed Proposal for Milwaukee County, Request for Proposal for Inmate Telephone Service RFP #6650,- Technical Proposal”**

**and**

**“Sealed Proposal for Milwaukee County, Request for Proposal for Inmate Telephone Service, RFP #6650,-Cost Proposal”**

The proposals shall be addressed to:

MILWAUKEE COUNTY CLERK'S OFFICE  
901 NORTH NINTH STREET, ROOM 105  
MILWAUKEE, WI 53233

Additionally, the Vendor shall submit two (2) electronic copies on CD in Microsoft Word of the Technical and the Cost proposal, labeled in the same manner as the written responses. All proofreading and notation marks must be deleted from the electronic and paper copies. The electronic copies will serve as the “Original” copy to be kept on file.

#### **S. AFFIRMATION OF RFP CONTENTS**

1. Each vendor must examine and commit to the RFP document (or relevant sections), indicating understanding and review of each page by initials of an authorized company representative on each page. The submission of the RFP document, initialed per page by the vendor, will be submitted along with the Vendor’s proposal. The initialed RFP will become part of the final contract with the successful bidder.
2. The enclosed form, “Sworn Statement of Bidder,” must be completed by an authorized corporate entity and submitted with the proposal prior to the designated deadline. This form must be signed and notarized indicating review and understanding of the RFP.

#### **T. PROPOSAL DUE DATE**

1. Proposals will be accepted no later than **11:00 am CST July 19, 2011**. Proposals received after this time will not be accepted.

#### **U. LATE PROPOSALS**

1. Any proposals received after the above stated date and time will not be accepted under any circumstances. It is the responsibility of the vendor to ensure the timely delivery of their proposal for receipt on or before the deadline. Late proposals will be rejected and returned to the vendor or origin, unopened by MCSO.

#### **V. MODIFICATION OF PROPOSAL**

1. A Proposal is irrevocable until the contract is awarded, unless the proposal is withdrawn. Vendors may withdraw a proposal in writing at any time up to the proposal closing date and time.
2. To accomplish this, the written request must be signed by an authorized representative of the Vendor and submitted to the RFP Manager. If a previously submitted proposal is withdrawn before the proposal due date and time, the Vendor may submit another at any time up to the closing date and time.

#### **W. INCURRING COSTS**

1. Neither Milwaukee County nor its Authorized Representatives are responsible for expenses

incurred by a Vendor to develop and submit its proposal. The Vendor is entirely responsible for any costs incurred during the RFP process, including site visits for discussions or negotiations of the contract.

## **X. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

1. By signing this bid/proposal, the Vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
2. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor;
3. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Vendor or to any competitor; and
4. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

## **Y. PRICING TERMS**

1. Initial Duration - The period of performance contracted will be for two (2) years.
2. Renewal Options/Extension – There will be two (2), one year renewal options, resulting in a total contract potential term of four (4) years. MCSO may consider extension without rebid and any request for extension of the contract beyond the established four-year term, within the terms and conditions of MCSO procurement guidelines and policy. The service level of the contract must be exemplary for MCSO to entertain such a consideration. In addition, MCSO based upon the lack of a competitive rebid may negotiate certain financial concessions.
3. The cost proposal is to be submitted separately from the scope of services/technical proposal. Community Business Development Partners Utilization (M/W/DBE) percentage and dollars should be expressed as a percentage of the total contract amount.
4. MCSO shall not be required to provide a down payment for contracted system.
5. Vendors may also include alternate pricing schemes. If alternate schemes are proposed, the vendor must include a worksheet that compares the vendor's pricing with the alternative demonstrating how any proposed alternate pricing will benefit MCSO. MCSO may, or may not, at its own election select an alternative pricing scheme.

## **Z. TRANSITION PLAN**

1. The vendor must identify which of its employees will be in charge of the transition to its services. Vendors must stipulate how they will train use of the system, troubleshooting, etc.
2. Vendor must have one staff member on-site at no additional cost at the implementation of the contract for a period of time until MCSO has determined their staff can successfully operate the vendor's system.

#### **AA. PROPRIETARY INFORMATION**

1. Any restrictions on the use of data contained within a request, must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable MCSO procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the Vendor's responsibility to defend the determination in the event of an appeal or litigation.
2. Data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of MCSO.
3. Any material submitted by the Vendor in response to this request that the Vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in . Wisconsin Statutes s19.36(5), or material which can be kept confidential under the Wisconsin public records law, must be identified on a "Designation of Confidential and Proprietary Information" notification itemized on Vendor's letterhead, signed, and attached to the proposal. Proposal Cost/Price cannot be held confidential.

## **IV. VENDOR REQUIREMENTS**

### **A. MANDATORY REQUIREMENTS**

These Requirements are for submitting a proposal to the County. The County reserves the right to add terms and conditions to the Contract as necessary. This section contains Mandatory Requirements that the successful Vendor(s) are required to provide or agree to at NO extra charge. Vendors who cannot, or will not, meet all of these requirements will be disqualified on the grounds of noncompliance.

### **B. VENDOR QUALIFICATIONS**

1. For any vendor to qualify to submit a proposal in response to this RFP, the company must be able to demonstrate that it has been in existence, in its current form and with the same name (if not, then provide acquisition information with details such as date, prior organizational name, etc.), for a period of five consecutive years.
2. The vendor or manufacturing partner(s) must have quality systems and standards in place that meet the quality system standards of ISO 9001:2000.
- 3.

### **C. CORPORATE STABILITY AND FINANCIAL STRENGTH/DEPTH**

1. MCSO will evaluate proposals on the basis of the vendor's financial stability and the vendor's capacity to undertake and sufficiently support the project.
2. Each proposal must include a copy of the most recent independent financial audit and accompanying financial statements of the vendor to establish sound financial condition and sufficient backing for depth of support to a contract of this size and complexity with multiple locations. If financial issues exist for the corporation, whether publicly traded or privately held, they must be clearly identified and a plan of corrective action submitted as well to demonstrate appropriate initiatives to address the financial concerns.
3. An unsatisfactory ranking with regard to financial issues may be grounds for MCSO to reject the proposal and eliminate it from further consideration.

### **D. ORGANIZATIONAL STRUCTURE OF VENDOR**

1. The company is required to provide an overview of the firm's size, corporate staffing organizational structure and format, including a detailed explanation of services presently provided by the firm and related core competencies.
2. The Vendor must also indicate the specific firm strengths that are most compatible with the objectives of the Vendor.

3. An organizational chart must be submitted. The document is to include position titles and names, with the reporting structure clearly identified.

#### **E. RESUME INFORMATION**

1. Include a resume on all senior management staff within the corporation, minimally including the President and Chief Executive Officer, Chief Operating Officer, Chief Financial Officer and Chief Information Officer.
- 2.
3. Each resume should include information relating to their role with the firm, education, number of years with the company, related work experience, professional association memberships and all state licenses and registrations held by such personnel.

#### **F. EXPERIENCE, CLIENT LIST AND REFERENCES**

1. Geographic Scope – The vendor must identify the geographic scope of the firm, whether local, within Wisconsin, regional, national or international. If the company is not local, it must identify the location of the closest office designated to provide project support, supervision and oversight. Vendor must provide details regarding off-site MCSO resources dedicated to this contract and indicate percentage of time committed exclusively to this project.
2. Client List - Each responder must submit a detailed list of all clients for the last five years. The client list must include both current and former contracts the status of the contract (either current, active or expired-if expired give reason it was not renewed) and include appropriate contact person names and title, agency (city, county, state, federal, etc.), type of facility, location with address and telephone number as well as facsimile number and e-mail address. Locations must be included where services were provided even if no executed agreement was ever reached.
3. References - Each submission must include a list of four (4) client references from jail or correctional facilities where the vendor provides visitation equipment/services, identified by the facility name, contact person name and title, agency (city, county, state, federal, etc.), type of facility, location with address and telephone number as well as facsimile number and e-mail address. Indicate the size of the facility in terms of number of beds, inmates, and average yearly census. A form is included within this RFP for this specific purpose and must be submitted with the proposal. This information must be provided or the submission may be disqualified. All references must have a current e-mail address.

## **G. LITIGATION AND CLAIMS HISTORY AND EXPERIENCE**

1. Each company must submit a complete listing of all legal claims closed and pending relating to problems or disputes over the firm's performance on contracts or projects held during the last five (5) years, specifying the jurisdiction of the case, i.e. state tort, error and omissions, civil rights – individual versus class action, etc.
2. Cases should be separated by type of litigation, i.e. state tort malpractice, federal civil rights violation cases (identified as individual or class action), or related to contract terms, termination, breach or failure to perform.
3. Firms must provide information on any legal settlements within this period as well with the dollar amount listed and terms of the agreement described. The same must be provided for all other firms included as subcontractors to the prime vendor.

## **H. EQUIPMENT**

1. All equipment must be certified and registered with FCC where applicable.
2. All equipment must be hypoallergenic, water- proof shock proof and tamper resistant

## **I. ELECTRONIC ACCESS TO SYSTEM INFORMATION**

1. MCSO will own all data.
2. The vendor shall provide a listing of all standard reports and a copy of those reports.
3. All data should be recorded with a historical transaction record and store/archived for retrieval/backup in a database when requested by MCSO. All historical data shall be centrally stored and accessible. This information must be available for reporting in a standard format using standard report writing tools.

## **J. DELIVERY**

1. The equipment shall be delivered to its proper location, Free on Board (FOB), with a destination of Milwaukee County Sheriff's Office County Correctional Facility Central, Milwaukee, Wisconsin, and FOB with a destination of Milwaukee County Correctional Facility South, Franklin, Wisconsin. The equipment is to be installed by the vendor and/or management consultant without additional cost or expense and at the convenience and direction of MCSO . MCSO shall not be deemed to have accepted any component or piece of equipment until such time as said equipment has been installed and operating in accordance with the specifications, and upon system acceptance

## **K. INSTALLATION**

1. MCSO officials will determine the locations, as well as the need for future installations and disconnects. All work and required schematics will be coordinated between Milwaukee County Sheriff's Office and DPW Building Projects. Vendor and/or management consultant will be responsible for all cost associated with the installation or disconnection throughout the term of the Contract.
2. An adjustment in the quoted commission rate due to an increase or decrease in the number of stations during the term of the Contract shall be mutually agreed upon in writing between the vendor and/or management consultant and MCSO.
3. The installation thereof shall be accomplished with minimum interruption to the normal business operation. All work shall be done in a neat and professional manner and shall comply with the applicable national, state and local codes and regulations. Primary power electrical work shall be done by or under the supervision of an electrician licensed by the State of Wisconsin. At no time shall the existing system be taken out of service until such time as the new system has been accepted. Upon completion, all as-built drawings and revised schematics shall be forwarded to MCSO.
4. Upon award, a security clearance will be required for everyone who will need to gain access into the facilities. The necessary information includes the full legal names, date of birth and valid Wisconsin Drivers Licenses. This information must be provided two weeks prior to actual work start for background checks and during the contract prior to any new employees being hired to do the work at MCSO. All employees will have uniforms and/or proper identification while working inside and outside of County buildings.

#### **L. SUPERVISION**

1. The vendor and/or management consultant shall have a complete set of Plans and Specifications available on the project at all times while the work is in progress, assume full responsibility for supervision of the work irrespective of the amount of work sublet, and shall give the work the constant attention necessary to facilitate satisfactory progress and to assure completion in accordance with the terms of the Contract and the agreed upon completion time line
2. Vendor and/or management consultant shall provide MCSO weekly progress reports on the status of the project.

#### **M. RISK OF DESTRUCTION OR DAMAGE**

1. Prior to the acceptance of such equipment purchased by MCSO hereunder, the vendor and/or management consultant shall be responsible for destruction or damage of such equipment while in transit or installation
2. In the event destruction or damage occurs to such equipment or to existing County-owned

equipment or facilities due to faults or actions of the vendor's and/or management consultant's equipment or personnel's negligence, the vendor and/or management consultant shall replace or repair such equipment and/or facilities without additional cost or expense to MCSO.

#### **N. MAINTENANCE/SUPPORT**

1. The minimum requirement for full maintenance support shall include twenty-four (24) hours telephone access with a local or toll free number and a contact person for providing coordination of repairs on local/intralata/interlata/interstate services
2. Maintenance program shall include a one (1) hour response either via a phone call, on-site, or remote diagnostics. MCSO shall be provided with periodic tests, inspections, preventative maintenance in accordance with the recommended practices furnished by the original equipment manufacturer aimed at achieving efficient operation of the system and provide safe and adequate service at all times
3. If separate from the maintenance package, support shall include a hot line number and inclusive of all upgrades aimed at achieving efficient operation of the system and provide safe and adequate services at all times. Describe any extra features not listed above, that are included, as well as any features you are unable to provide.

#### **O. WARRANTY**

1. All equipment including material used therein, shall be guaranteed by the contractor against mechanical, electrical, design and workmanship defects. In the event defects become evident within the warranty period, the contractor shall furnish replacement parts, materials and procedures, and labor as necessary, which shall be provided at no cost to the purchaser for the duration of the warranty period
2. The warranty period shall commence on the date of system acceptance, not on the date of equipment delivery or completion of installation. Acceptance is defined as acceptance by MCSO after its authorized agent has found it to be in compliance with the specifications and any requirements set forth within this document.

#### **P. CONFIDENTIALITY**

1. The Contractor acknowledges that information disclosed to it concerning MCSO's operations during performance of the contract that is confidential and/or proprietary to MCSO shall not be disclosed to third parties without MCSO's prior written consent.
2. The Contract shall establish and maintain procedures and controls for the purpose of assuring that no information in its records or obtained from MCSO or others in carrying out its functions under the contract shall be used or disclosed by it. MCSO reserves the right to

review such procedures to ensure acceptability to MCSO . Persons requesting such information should be referred to MCSO.

3. All reports, studies, analyses, memoranda and related data and material as may be developed during the performance of this Contract shall be submitted to and be the exclusive property of MCSO are confidential. Contractor agrees that they will not, without prior written approval by MCSO, submit or make same available to any individual, agency, public body or organization other than MCSO, except as noted.

#### **Q. VERIFICATION AND SYSTEM ACCEPTANCE PERIOD**

1. MCSO requires a 180-calendar day verification and system acceptance period following installation. During this time the system shall operate in conformance with manufacturer's published specifications, and shall maintain physical performance characteristics applicable to system components.
2. 180-calendar day verification and system acceptance period shall be reinstated should any of the following occur:
  - a) One major malfunction consisting of system shut down, partial or complete.
  - b) Failure of the software.
  - c) Five (5) minor malfunctions not affecting service.
3. Should acceptable system effectiveness level not be achieved by the end of the 180-calendar day verification and system acceptance period, MCSO has the option of imposing penalties, terminating the contract or reinstating the period.
4. MCSO may require replacement of entire system or specific components at vendor's expense.
5. Proposals must list and describe a set of technical and performance tests that will constitute this requirement. All major standards, functions and service reporting requirements must be included in their testing requirements. Describe what will be measured, exactly how these measurements will be made, and what documentation will be provided to the County. The list may be add to or modified before a contract is awarded.
6. In addition, the vendor and/or management consultant shall pay the County for any lost commission (revenues) for each day of non-operation based on the amount the County received under the previous system. The County's current investment rate shall be applied to any lost commission system until the previous system is installed and accepted
7. The system shall not be accepted until the foregoing standard of performance is met.
8. MCSO may reject the system by delivering written notice to vendor within five (5) business days following the 180-calendar day verification and system acceptance period. The vendor shall be responsible for all expenses incurred.
9. Final acceptance of system shall occur following the 180-calendar day verification and system acceptance period. MCSO shall verify system is 100% operational including:

- a) All hardware components have power and are operating correctly.
- b) All operating system software is operating correctly.
- c) All applications and functions are executing correctly.
- d) All system users are able to access and execute all applications and functions for which they are authorized.

## **R. REQUIRED TRAINING**

1. Staff will be completely trained within 30 days of system install completion.
2. Vendor trainer(s) shall be present at the opening of business and remain on site to assist users for as long as MCSO supervisor deems necessary

## **S. LICENSE/TITLE**

1. Vendor grants license to MCSO which authorizes MCSO to:
  - a) use the licensed software on the machine(s) designated by the State for use of such licensed software and, in conjunction therewith, to store the licensed software in, transmit it through or display it on units of equipment associated with such designated machine(s).
  - b) utilize the licensed software in printed form in support of the use of the licensed software.
2. Licensed software provided by the Vendor in printed form may not be copied. License software must be issued under a site or enterprise license for use on any and all county utilized computer equipment.

## **T. VENDOR CONTACT – PROPOSAL AND CONTRACT**

1. Each company must designate one central contact person for the duration of the proposal process and term of the contract. It is expected that the central contact person will remain intact throughout the proposal and evaluation process including contract negotiation and then overlap with the contact identified for implementation and operation of the contract. Vendor shall appoint a project manager as a single point of contact from pre-installation through system acceptance. Project manager shall have vendor decision authority, understand the terms and conditions of the MCSO contracts and be highly knowledgeable of the product (hardware, software, functionality, programming options, etc.
2. MCSO must approve any substitution of this individual during the duration of this contract. The replacement must have credentials similar to the person s/he is replacing and MCSO will be the sole judge of the adequacy of the replacement.
3. The contact person identified by the company must be available via pager and/or cellular phone during regular business hours with the exception of benefit time during which a

designee will be named responsible. At the initiation of the contract, the contact person/Health Service Administrator must be available around the clock by pager or cell phone on an ongoing basis.

#### **U. SAFETY REQUIREMENTS**

1. All materials, equipment, and supplies provided to Milwaukee County shall comply fully with all safety requirements as set forth by Milwaukee County, State of Wisconsin Administrative Code and all applicable OSHA Standards.

## V. INSURANCE REQUIREMENTS

### A. INSURANCE COVERAGE

Vendor agrees to provide evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees, board, or volunteers. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, Commercial General Liability, occurrence based (**which includes board, staff, and volunteers**), Automobile Liability, and Professional Liability in the minimum amounts listed below.

Automobile insurance that meets the minimum limits as described in the Agreement is required for all Vendor vehicles (owned, non-owned, and/or hired). In addition, if any employees of the Contractor will use their personal vehicles to transport Milwaukee County employees, representatives or clients, or for any other purpose related to the Agreement, those employees shall have Automobile Liability Insurance providing the same liability limits as required of the Vendor through any combination of employee Automobile Liability and employer Automobile or General Liability Insurance which in the aggregate provides liability coverage, while employee is acting as agent of employer, on the employee's vehicle in the same amount as required of the Vendor.

It being further understood that failure to comply with insurance requirements might result in suspension or termination of the Agreement.

<b>Type of Coverage</b>	<b>Minimum Limits</b>
<b><u>Wisconsin Workers' Compensation</u></b> or Proof of all States Coverage	Statutory
<b><u>Employers' Liability</u></b>	\$100,000/\$500,000/\$100,000
<b><u>Commercial General Liability</u></b> Bodily Injury & Property Damage Incl. Personal Injury, Fire, Legal Contractual & Products/Completed Operations	\$1,000,000 – Per Occurrence
<b><u>Automobile Liability</u></b> Bodily Injury & Property Damage All Autos – Owned, Non-Owned and/or Hired Uninsured Motorists	\$1,000,000 Per Accident  Per Wisconsin Requirements
<b><u>Excess Liability</u></b>	\$3,000,000 Per Occurrence
<b><u>Environmental Impairment Coverage /General Liability</u></b>	\$1,000,000 Per Occurrence
<b><u>Professional Liability</u></b>  Other Licensed Professionals	  \$1,000,000 Per Occurrence \$3,000,000 Annual Aggregate, or Statutory limits whichever is higher

Should the statutory minimum limits change, it is agreed the minimum limits stated herein shall automatically change as well.

Milwaukee County, as its interests may appear, shall be named as, and receive copies of, an “additional insured” endorsement, for general liability, automobile insurance, environmental liability and umbrella/excess insurance. Milwaukee County must be afforded a thirty day (30) written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by county for the duration of this agreement.

Exceptions of compliance with “additional insured” endorsement are:

1. Transport companies insured through the State “Assigned Risk Business” (ARB).
2. Professional Liability where additional insured are not allowed.

If Vendor’s Professional Liability insurance is underwritten on a Claims-Made basis, the Retroactive date shall be prior to or coincide with the date of this agreement, the Certificate of Insurance shall state that *professional malpractice or errors and omissions coverage, if the services being provided are professional services* coverage is Claims-Made and indicate the Retroactive Date. Vendor shall maintain coverage for the duration of this agreement and for five (5) years following the completion of this agreement.

It is also agreed that on Claims-Made Professional Liability policies, either Vendor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the Vendor.

Binders are acceptable preliminarily during the provider application process to evidence compliance with the insurance requirements.

All coverage 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 Milwaukee County Risk Manager for approval prior to the commencement of activities under the contract.

Milwaukee County Risk Manager  
Milwaukee County Courthouse – Room 302  
901 N. 9<sup>th</sup> St.  
Milwaukee, WI 53233

The insurance requirements contained within this agreement are subject to periodic review and adjustment by the County Risk Manager.

## **B. INSURANCE RATING**

All of the insurance coverage specified about shall be placed with an “A” rated carrier per Best’s Rating Guide approved to do business in the State of Wisconsin. Any deviation or waiver of required coverages or minimums shall be submitted in writing and approved by Milwaukee County Director of Risk Management and Insurance as a condition of the agreement.

### **C. CERTIFICATE OF INSURANCE REVIEW**

- A Certificate of Insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of the agreement drafted from this RFP and subsequent vendor proposal.

**MILWAUKEE COUNTY, AS ITS INTERESTS MAY APPEAR, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR GENERAL, LIABILITY, AS RESPECTS THE SERVICES PROVIDED IN THE AGREEMENT RESULTING FROM THIS RFP. DISCLOSURE MUST BE MADE OF ANY NON-STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT, AND ANY USE OF NON-STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT WILL NOT BE ACCEPTABLE. A THIRTY (30) DAY WRITTEN NOTICE OF CANCELLATION, NON-RENEWAL, OR MATERIAL CHANGE SHALL BE AFFORDED TO MILWAUKEE COUNTY.**

### **D. DEVIATIONS AND WAIVERS**

Deviations and waivers to these requirements may be requested in writing based on market conditions to Milwaukee County Director of Risk Management and Insurance. Approval shall be given in writing of any acceptable deviation or waiver to the vendor prior to any change to coverage being initiated. Waivers shall not be dully withheld nor denied without consultation with the Vendor.

### **E. SUBCONTRACTOR LIABILITY COVERAGE**

It is understood and agreed that the successful vendor will obtain information on the professional liability coverage of all subcontractors in the same form as specified above. Such documentation must be available for review by Milwaukee County.

## **VI. TERMS AND CONDITIONS**

### **A. APPLICABLE LAW**

1. All applicable laws and regulations of the federal government, the State of Wisconsin, and ordinances, codes and regulations of MCSO, Wisconsin, and any other lawful entity having proper jurisdiction, will apply to any resulting agreement and the work and services to be performed.

### **B. DRUG-FREE WORKPLACE**

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

### **C. INDEMNITY BY THE VENDOR**

1. To the fullest extent permitted by law, the successful respondent agrees to indemnify, defend and hold harmless MCSO, its agents, officers and employees, from and against all loss or expense, including related costs and reasonable attorney's fees by reason of liability for damages, including suits at law or in equity, caused by direct or indirect, wrongful, intentional, willful misconduct or negligent acts or omissions of the service provider or its agents, which may arise out of or are connected with the activities covered by this contract.
2. In accordance with applicable laws, the COUNTY shall be responsible for defending and paying judgments on behalf of its officers, employees and agents for any claims that may arise out of COUNTY's negligence for acts, policies, or directives that affect the activities covered by this agreement.

#### **D. RESTRICTION AGAINST NON-COMPETE PROVISIONS**

1. The Vendor may not, by utilization of non-compete agreements or any other methods whatsoever designed to prevent continued employment/service delivery at the sites for vendor staff and to prevent or restrict in any manner the ability of personnel to enter into any contractual or employment relationship with any person or organization, including MCSO, which may provide services of the nature described in the contract to MCSO at any time following the termination of the contract or any part thereof. This prohibition of non-compete agreements by the vendor is applicable as well to the on-site management team in its entirety.

#### **E. HUMAN RESOURCE PROVISIONS**

1. 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 on-site services.
2. The vendor agrees that it has adopted and will maintain and enforce a policy of non-discrimination based on race, color, religion, sex, age, national origin, or disability.
3. The Vendor agrees that on written request, it will permit access during normal business hours to its records of employment, employment advertisements, application forms, and other pertinent data and records by the MCSO, for the purposes of investigation to ascertain compliance with the nondiscrimination provisions of this contract.
4. The Vendor agrees that it will inform the MCSO of any alleged violation(s) of employment practices which its employees working in conjunction with this contract file with the Equal Employment Opportunity Coordinator (EEOC), Labor Department or any other federal or state compliance agency; also the Vendor will inform the MCSO of the disposition of such cases.

#### **F. PREMISES INSPECTION**

1. MCSO shall have the right to inspect all areas occupied or operated by the Vendor, and the operations of the Vendor with respect to the method and quality of service, and generally with respect to use, safety, sanitation and maintenance of the facility, all of which shall be maintained at a level satisfactory to MCSO. MCSO shall have the right to make reasonable regulations with regards to such matters, and the Vendor agrees to comply with such regulations. Authorized representatives from MCSO's staff shall have full right of access to all areas of said premises at any and all times.

## **G. MEDIA RELEASES AND CONTACT**

1. The Vendor's staff, independent vendors and subcontracts shall be restricted from releasing any information about the contract or events occurring within a MCSO facility to a public forum or to the media without the authorization of MCSO and coordinated through the parties' public information representatives.

## **H. TERMINATION BY VENDOR**

1. The successful vendor may, at its option, terminate the contract, once executed, upon the failure of MCSO to pay any amount that may become due hereunder for a period of forty (45) days following submission of appropriate billing and supporting documentation. Upon said termination, Vendor shall be paid the compensation due for all services rendered through the date of termination.

**For Cause** – The Vendor may terminate the contract for cause with prior written notification of termination delivered to MCSO at least sixty (60) days before the effective date of termination.

**Without Cause** - The Vendor may terminate this resulting agreement without cause with a notice period of not less than one hundred and twenty (120) days. Written notice of termination must be delivered to MCSO and the notice period observed prior to the effective date of termination.

**In the event of termination by the Vendor, notice shall be delivered by the Vendor in writing, with return receipt required, to:**

Debra Burmeister, Adjutant to the Major  
Milwaukee County Sheriff's Office  
County Correctional Facility South  
8885 S. 68<sup>th</sup> Street  
Franklin, WI 53132

## **I. COOPERATION UPON TERMINATION**

1. The Vendor must cooperate with MCSO in the event of termination so as to ensure that MCSO can maintain continuity of service delivery. Such cooperation will include the provision to MCSO of the names, addresses and telephone numbers of personnel, independent vendors and subcontractors as well as salaries, organizational charts, certifications, lists of all subcontractors with names, addresses and telephone numbers with M/W/DBE designation as appropriate, inventory lists of supplies and equipment protocols, manuals and forms, statistical reports and other information and data specific to MCSO. Vendor must provide said information prior to the effective date of the termination or contract end.

**J. TERMINATION BY COUNTY FOR VIOLATIONS BY VENDOR (FOR CAUSE)**

1. 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.
2. 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.
3. MCSO may cancel this contract for breach, as determined by MCSO, which shall consider such items as, but may not be limited to: failure to provide satisfactory service as determined by MCSO, failure to operate during agreed service hours, insufficient insurance coverage, and failure to enforce the quality of sanitation or any other contract noncompliance. In the event that MCSO elects to cancel this contract for breach of contract, they must give the Vendor a minimum of 10 days written notice, via certified mail.

**K. UNRESTRICTED RIGHT OF TERMINATION BY COUNTY (WITHOUT CAUSE)**

1. MCSO further reserves the right to terminate this contract at any time for any reason by giving Vendor thirty (30) days written notice by return receipt mail of such termination. In the event of said termination, Vendor shall not reduce its activities hereunder unless agreed in advance by MCSO. The Vendor will be paid according to the contract for services rendered through the date of termination.

**L. ELIMINATION, DELAY OR REDUCTION IN FUNDING**

1. 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 case any elimination, delay or reduction of funding necessitates a reduction in services delivered or staffing provided, the parties must meet as soon as practicable to prioritize the services to be provided with consideration given to the Christensen settlement, and to negotiate any reduction in staff or services. In no event may MCSO be penalized for any payment not made in a timely manner due to any delay in appropriation or funding.

## **M. BILLING AND PAYMENT PROCESS**

1. MCSO qualifies for sales tax exemption as a governmental agency. No pricing within this proposal for Video Visitation Equipment and Services, supplies or equipment shall include state or local sales or use taxes.

## **N. INDEPENDENT VENDOR**

1. Nothing contained in the final contract will constitute or be construed to create a partnership or joint venture between MCSO or its successors or assigns and Vendor or its successors or assigns. In entering into this contract and in acting in compliance herewith, Vendor is at all times acting and performing as an independent vendor, duly authorized to perform the act required of it hereunder.

## **O. ASSIGNMENT**

1. Assignment by Subcontract – Assignment of any portion of the work by subcontract must have the prior written approval of MCSO.
2. Limitation – The final executed 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.
3. Survivorship of Benefits – The contract will be binding upon and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors and assigns.

## **P. CODE OF ETHICS**

1. Vendor must attest 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." To document that no conflict of interest exists between the vendor and any MCSO employee, agent or representative or an immediate family member, the vendor must submit the "Conflict of Interest Stipulation" form (attached) with the proposal. This form attests to the fact that no such person is also an owner, corporate officer, employee, agent or representative of the company submitting the bid. If such a relationship exists in any form, the vendor must fully disclose the situation and explain the details.

## **Q. VENDOR CONDUCT**

1. During the time that this RFP is in process, i.e. from the date issued by MCSO to the date a vendor is selected and a contract is executed, if applicable, no gratuities of any kind will be accepted by MCSO staff from company employees, agents or representatives including meals, gifts or trips, except as provided for as reference site visitations and/or during oral presentations and finalist evaluations. Violation of these conditions will constitute immediate disqualification.

## **R. 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:

Debra Burmeister, Adjutant to the Major  
Milwaukee County Sheriff's Office  
County Correctional Facility South  
8885 S. 68<sup>th</sup> Street  
Franklin, WI 53132

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

## **S. BINDING EFFECT**

1. This resulting agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. MCSO's RFP for Inmate and Services and the vendor's proposal in response to the Request for Proposal and any additional negotiated conditions reduced to writing will constitute the contract between the successful vendor and MCSO. 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. By mutual agreement, the parties may, from time to time, promulgate scope of service documents to define the scope of services for such areas including but not limited to special housing, infirmary and health service units. Such scope of service documents will be incorporated into the contract agreement. 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.

## **T. ENTIRE AGREEMENT**

1. The contract, along with the vendor-initialed RFP, all attachments thereto and the vendor's proposal constitutes the entire agreement between the parties. All prior and contemporaneous understandings, representations, and agreement must be merged therein or superseded hereby. No alterations, modifications, releases or waivers of the contract or any portion thereof will be effective unless in writing and executed by mutual agreement of both parties.

## **U. PERMITS, TAXES, LICENSES**

1. The vendor is responsible for all necessary permits, licenses, fees and taxes required to carry out the provisions of the RFP. The financial burden for such expenses rests entirely with the company providing the service under the contract.

## **V. ANNUAL INDEPENDENT CONTRACT COMPLIANCE EVALUATION**

1. While any Consent decree remains in effect, the court appointed monitor will review and perform independent assessments of Vendor performance/compliance and quality improvements programs. In the absence of any decree or other litigious decree, reviews will be performed by a specified designee as deemed necessary.

## **W. LIQUIDATED DAMAGES AND PENALTIES**

1. MCSO's intent with regard to liquidated damages and penalties is to motivate the vendor to comply with the requirements of the RFP, the proposal and the resultant contract. These aspects of the agreement are not intended for application so much as to motivate the vendor to maintain the performance level agreed upon. No amount is budgeted or expected for liquidated damages or penalties and MCSO would be satisfied with NO penalty assessment given that the services are provided as contracted.
2. The contractor acknowledges that damages will be incurred by the agency, in an amount determined by MCSO. The contractor agrees that MCSO should have the right to liquidate such damages, through deduction from the contractor's invoices, in the amount equal to the damages incurred, or by direct billing to the contractor.
3. Liquidated damages will be applied for failure to meet standards in each of the following areas:
  - a) System installation and implementation delay will be assessed at \$1,000 per day
  - b) Training as specified in the RFP, \$500 per day.

- c) Replacement of damaged, defective or questionable field equipment delay will be assessed at \$200 per day/per unit.
- d) Trouble reporting and resolution delay will be assessed at \$200 per day until the reported problems have been resolved.
- e) Out of box failure rate will be assessed at \$200 per unit/per day until properly working unit is received at appropriate location

**X. WAIVERS (ASSOCIATED WITH LIQUIDATED DAMAGES)/PENALTIES**

1. The Vendor may appeal any assessment of liquidated damages or penalties to the Inspector for the Milwaukee County Sheriff's Office. The Inspector retains the sole and final authority to grant, suspend or deny the vendor's request for a waiver based on the quality of the argument and documentation provided. The Inspector may waive the penalty in whole or in part or may delay assessment of the penalty within his sole discretion. There is no appeal process for the Inspector's decision, his determination is final and not subject to further challenge within MCSO hierarchy.
2. Paybacks or credit may not be appealed to any level and will be taken according to the RFP requirements based on information and documentation provided by the vendor to MCSO.

**Y. ESCROW OF SOFTWARE**

1. All software to be held in escrow in the event that the vendor ceases to exist.
2. Escrow software becomes the property of MCSO should the vendor cease to exist.

**Z. OWNERSHIP OF DATA**

MCSO owns and controls all data captured and recorded through the scope of this agreement.

**AA. RECORDS AND AUDITS.**

1. 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 five years after the conclusion of each contract term

**BB. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS**

1. In the performance of work under this Contract, Vendor 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:
  - a) 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.
  - b) 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.
  
2. Principles of Equal Employment Opportunity - The vendor must agree to strive to implement the principles of equal employment opportunity through an effective Affirmative Action program, and must indicate so on the certificate contained herein to be submitted with the proposal. The program must have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, independent contracting or subcontracting, in all professions within the health and mental health service work force, where these groups may have been previously under-utilized and under-represented. The Vendor must also agree that in the event of any dispute as to compliance with the foretasted requirements, it is the vendor's affirmative responsibility to demonstrate that it has met all such requirements.

3. Violation of Provisions - When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of MCSO is determined by MCSO, the Vendor will 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.
4. If, after notice of a violation from MCSO to the Vendor, further violations of these provisions are committed during the term of the agreement, MCSO 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 term, but, in either event, the Vendor will be ineligible to bid on any future contracts let by MCSO.
5. All respondents are obligated to comply with all requirements of the Americans with Disabilities Act (ADA).
6. **AFFIRMATIVE ACTION-** The vendor 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. The company must assure 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 must assure that it will require its covered subcontractors to provide assurances to the Vendor and that they will undertake affirmative action programs. With the proposal, the Vendor must submit a signed "Equal Employment Opportunity Certificate for Milwaukee County Contracts," including the date, name of the authorized representative and company address. This requirement stipulates that the vendor must submit an Affirmative Action Plan with the proposal or within 120 days of contract award.

## **VII. COMMUNITY DEVELOPMENT BUSINESS PARTNERS UTILIZATION REQUIREMENTS**

### **A. GENERAL INFORMATION**

In keeping with the spirit of Milwaukee County ordinance 56.30, the Proposer shall ensure that DBE's (Disadvantaged Business Enterprises) have the maximum opportunity to participate in this project. A **seventeen (17) percent** participation rate goal has been set.

Vendors should include and will be evaluated on their philosophy and approach to include DBE participation as a part of the scope of their services.

Milwaukee County reserves the right to give credit to the Proposer that submits the best DBE Utilization Plan.

### **B. DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION REQUIREMENTS**

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 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):

Name(s) of DBE(s) firm(s) being considered for utilization.  
Description of services that will be provided by the DBE(s).  
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(c) 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.

## **viii. Required Forms**

Milwaukee County  
Inmate Telephone System and Services RFP

**VENDOR LETTER OF INTENT TO BID**

The undersigned hereby acknowledges the terms and conditions of this Request for Proposal (RFP) and intends to respond to MCSO. We understand that MCSO will promptly communicate any modifications or updates to this RFP to the individuals identified below as a representative of the vendor listed.

\_\_\_\_\_  
Representative's Signature                      Date

\_\_\_\_\_  
Representative's Printed Name

\_\_\_\_\_  
Company Name and Legal Name for Business within Wisconsin

\_\_\_\_\_  
Telephone Number and Extension              Facsimile Number              e-mail address (required)

We will be participating in the vendor presentation phase. The below is a list of attendees (limit 3):

	<u>Name</u>	<u>Title</u>	<u>DOB</u>
1.	_____		
2.	_____		
3.	_____		

This form is mandatory if the vendor intends to or has any interest in response to this RFP. The attendee information is required to obtain security clearance for individuals scheduled to attend the Pre-Proposal Meeting (if applicable). No more than three individuals may participate for any one vendor. However, neither this letter of intent to bid nor the company's participation in the Pre-Proposal meeting obligates the vendor to actually submit a proposal in response to this RFP. Official photo identification is required to enter the facilities.

Milwaukee County  
Inmate Telephone System and Services RFP

**AUTHORIZATION FOR REFERENCE CHECK**

*This authorization should be on company letterhead.  
Do not modify the contents of this letter.*

The undersigned hereby authorizes the recipient of this authorization (or a copy thereof) to furnish to the Milwaukee County Sheriff's Office any and all information that said recipient may have concerning the undersigned's contract performance history.

This information is to be furnished to the Milwaukee County Sheriff's Office for the purposes of evaluating the ability of the undersigned to install Inmate Telephone System and Services for Milwaukee County.

The undersigned further authorizes any person contacted to give the Milwaukee County Sheriff's Office any and all information concerning the undersigned's (and the employees of the undersigned) education, work experience, and character which they may have, personal or otherwise, and releases all parties from all liability for any damage that may result from furnishing the same to the Milwaukee County Sheriff's Office.

A photocopy of this authorization shall be deemed equivalent to the original.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

Authorized Signature

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Title

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**Name of Firm**

Milwaukee County  
Inmate Telephone System and Services RFP

CONFLICT OF INTEREST STIPULATION

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

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

YES \_\_\_\_\_

NO \_\_\_\_\_

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

Name \_\_\_\_\_

County Position \_\_\_\_\_

Business Relationship \_\_\_\_\_

The appropriate corporate representative must sign and date below:

Printed Name \_\_\_\_\_

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

Title \_\_\_\_\_

Date \_\_\_\_\_

Milwaukee County  
Inmate Telephone System and Services RFP

SWORN STATEMENT OF VENDOR

I, being first duly sworn at \_\_\_\_\_,  
City, State

On oath, depose and say I am the \_\_\_\_\_  
Official Title

Of the Vendor, \_\_\_\_\_,  
Name of Company

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

- I have reviewed the RFP, and all related attachments and information provided through Milwaukee County (MCSO), in detail before submitting this proposal.
- I have indicated review, understanding and acceptance of the RFP (or relevant service component being bid upon) by initials on each page of the RFP.
- I certify that all statements within this proposal are made on behalf of the Vendor identified above.
- I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Vendor.
- I further stipulate that the said statements contained within this proposal are true and correct and this sworn statement is hereby made a part of the foregoing RFP response.

---

Signature

---

Legal Address

**Subscribed and sworn to before me**

**This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_**

**Notary Public, \_\_\_\_\_ County**

**State of \_\_\_\_\_**

**My commission expires \_\_\_\_\_.**

# Inmate Telephone System

## Mandatory Vendor Response to System Requirements

	<b>A. General Requirements</b>		YES	NO	Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if necessary.
A.1	Provide all labor, equipment, materials, and supervision to install, program, calibrate, adjust, document, and test the total system as required herein.				
A.2	Collect, outgoing calls only, with various features and institutional variations in feature applications and usage. Debit system involving commissary, no debit cards to be utilized. Full integration with current jail management system and commissary system. Inmate PIN numbers utilizing booking numbers plus additional PIN digits				
A.3	Web Based Interface				
A.4	System must utilize the latest biometric technology				
A.5	All recordings and the database to be stored on site at a central location				

<b>A. General Requirements</b>		<b>YES</b>	<b>NO</b>	Vendor must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if necessary. additional sheets can be used if necessary.
A.6	MCSO owns the recordings and has full access to the database. Access software should be integrated and licensed in perpetuity in the event that Vendors or calling platforms are changed. MCSO will have full access indefinitely, at no additional charge			
A.7	Compliance with all Public Service Commission of Wisconsin rules, Federal Communications Commissions rules and all other applicable standards and regulations is required over the life of the contract. All tariffs, standards and regulations utilized in pricing calculations must be provided in the RFP response			
A.8	Office of the Sheriff, Milwaukee County is expecting appropriate commission/revenue			
A.9	Projected performance outcomes should be specifically spelled out on a monthly and annual basis. This includes information on projected revenue, as well as the underlying assumption for achieving same and any methods for revenue enhancements recommended by your firm and how those enhancements will affect the performance outcomes.			
A.10	The cost of any and all interfaces to any County systems is the responsibility of the Vendor			

	<b>B. Hardware</b>		<b>YES</b>	<b>NO</b>	<p>Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if necessary.</p>
B.1	All equipment associated with the Inmate Phone System must be grounded in accordance with current telephone installation standards				
B.2	1. <b>Surge protection and separate Uninterruptible Power Supply (UPS)</b> shall be included to prevent potential problems <b>in</b> the system caused by power surges and spikes.				
B.3	The proposed system will not require any electrical outlets at the actual phone set locations				

	<b>C. Telephones</b>		<b>YES</b>	<b>NO</b>	<b>Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if necessary.</b>
C.1	The vendor and/or management consultant shall provide all mounting devices, carousels, phone hardware, any applicable software and maintenance to the same				
C.2	CCFS New configuration and number of phones 6 per dorm with the capability to expand to 8. Phones either wall mounted or mounted or a detention grade trough depending on the dorm.				
C.3	CCFC Configuration and number of phones to be determined.				

<b>D. Connectivity</b>		<b>YES</b>	<b>NO</b>	Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if necessary.
D.1	All wiring provided must be of sufficient quality and quantity to support all requirements and meet all codes and ordinances.			
D.2	Cabling upgrades shall be provided by the vendor and/or management consultant, where necessary, to meet these requirements			
D.3	In-place cabling will be allowed to be tested and re-used.			
<b>E. Security Fixtures</b>		<b>YES</b>	<b>NO</b>	Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if necessary.
E.1	Surface mounted instruments enclosed in correction grade metal (where applicable) housing with protected cords (18" in length), finishes, and mountings suitable for use in a correctional facility.			
E.2	Hearing aid compatible, tamper resistant handset			

<b>F. TDD Devices</b>		<b>YES</b>	<b>NO</b>	Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if necessary.
F.1	2 TDD devices at each facility will be provided to be in compliance with ADA requirements.			
F.2	Each dorm will have a TDD connection port			
<b>G. Calling Instruction Plate</b>		<b>YES</b>	<b>NO</b>	Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if necessary.
G.1	Each instrument is to be equipped with a calling instruction plate which will inform the inmate that the Sheriff's Office personnel may monitor, time and restrict service from the telephones, and that use of the telephone constitutes consent to these conditions.			
G.2	This plate should be written in both English and Spanish, and are to be maintained in legible condition during the term of the contract.			

	<b>H. Support Equipment</b>		<b>YES</b>	<b>NO</b>	Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if necessary.
H.1	Vendor and/or management consultant will provide all miscellaneous equipment required such as computer(s), printer(s), modems and system software necessary to allow facility officials to query, display and print individual inmate telephone activity as well as to perform general system administration and maintenance diagnostics.				
	<b>I. Installation</b>		<b>YES</b>	<b>NO</b>	Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if necessary.
I.1	All software and hardware will be installed and be fully operational per manufacturer's specifications for such equipment within 60 days after contract execution.				
I.2	Continuity of service must be maintained during the installation process of any new equipment.				

<b>J. Equipment</b>		<b>YES</b>	<b>NO</b>	Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if necessary.
J.1	Equipment shall be new and unused.			
J.2	Equipment classified as demonstrators, prototype or discontinued are not acceptable.			
J.3	The equipment shall be the latest model offered and must be tried, proven, and in current use.			
J.4	Mini stainless steel phones to be installed in all areas.			
J.5	Handset cords are to be 18" length with Gorilla cords.			
<b>K. Service</b>		<b>YES</b>	<b>NO</b>	Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if necessary.
K.1	Local, intra- and inter-lata services and interstate. Outgoing calls only.			
K.2	Collect person-to-person calling.			
K.3	No live operators will be a part of the Inmate Phone System. No access to human operators for directory assistance, long distance calls, caller assistance or any other reason will be permitted.			

<b>K. Service</b>		<b>YES</b>	<b>NO</b>	Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if necessary.
K.4	Pre Recorded Announcement- All call attempts, once cleared through the validation process, must include a recorded message to the called party including but not limited to the following:			
K.4.a	Name and location of the originating facility.			
K.4.b	Name of the calling party.			
K.4.c	Message that the call is subject to monitoring and recording.			
K.4.d	Instructions on how to accept or reject the call.			
K.4.e	Menu of other options, i.e. cost of the call, how to block the call, number to call for inquiries.			
K.4.f	Other information as requested by MCSO. Recordings are customizable by MCSO at no extra cost to include different recordings per location.			

<b>L. Active Call Acceptance</b>		<b>YES</b>	<b>NO</b>	Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if necessary.
L.1	The system will require active call acceptance from the <u>caller</u> and <u>called party</u> . A message will play for each party notifying each party that the call is subject to recording and monitoring.			
L.2	The <u>caller</u> must depress a button to acknowledge the recording of the call.			
L.3	The <u>called party</u> is notified of the call from the facility and they will also be notified that the call is subject to monitoring and recording and need to depress a key to acknowledge the recording of the call and accept the call.			
L.4	Prompts announcing monitoring and recording are to be prior to dialing the call (inmate) and prior to pressing accepting number (called party) or active 2-party acceptance will be a part of the calling protocol.			
L.5	Billing begins when the called party accepts the call.			

<b>M. Upgrades</b>		<b>YES</b>	<b>NO</b>	Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if necessary.
M.1	Regular software upgrades are to be implemented throughout the contract term, with new and enhanced features being offered to the County at no additional charge.			
M.2	Failure to install upgrades within 60 days of release will result in a penalty of \$1,000 per day for each day after the 60 days.			
<b>N. Dialing Restrictions</b>		<b>YES</b>	<b>NO</b>	Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if necessary.
N.1	Blanket restrictions must be in place to operator and directory services numbers, 911 and other emergency service numbers, specific numbers such as the institution's employees, other long distance carriers via 950, toll free or by any other means.			
N.2	All calls to 800, 900 and 888 area codes must be prohibited and any other area codes or exchanges designated by MCSO in the future.			

	<b>O. System Administration</b>		<b>YES</b>	<b>NO</b>	<p>Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if necessary.</p>
O.1	<p>1. The system provides a secure logon procedure that guards against fraudulent use and tracks user activities.. Several levels of security and site defined security levels administered and controlled by MCSO.</p>				
O.2	<p>2. Vendor and/or management consultant shall provide 24-hour/day, 7 day telephone access with local or toll free number for full maintenance support, and responsibility for providing coordination of repairs on local/intralata/interlata/interstate services with a one hour initial response time. Any and all repairs will be performed at the Vendor's and/or management consultant's expense during the term of the contract through the maintenance contract.</p>				
O.3	<p>3. The vendor and/or management consultant will be responsible for maintaining records in accordance with generally accepted accounting practices that sufficiently and properly reflect all gross revenues generated.</p>				
O.4	<p>4. Vendor will reimburse MCSO for one full-time onsite Deputy to assist in the administration of the Inmate phone system.</p>				

	<b>P. Training</b>		<b>YES</b>	<b>NO</b>	Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if necessary.
P.1	1. The vendor and/or management consultant will provide training on the operation of the system and all auxiliary services at no additional cost to the County.				
P.2	2. Training must include all inmate functions, system administration functions, report generation and use, recording/monitoring, vendor support procedures, and other subjects needed for full and complete implementation.				
P.3	3. Training shall be provided to make facility personnel familiar with the operation of the inmate telephone system and all auxiliary services prior to cutover on the use of all equipment and functions available to the Department and inmate. Up to five (5) employees from MCSO shall be provided complete on-site system training.				

	<p style="text-align: center;"><b>Q. Service Response</b></p>		<p style="text-align: center;"><b>YES</b></p>	<p style="text-align: center;"><b>NO</b></p>	<p>Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if necessary.</p>
Q.1	1. All service calls and/or requests shall receive a response within 1 hour of notification via phone call or in person from vendor or management consultant.				
Q.2	2. In addition a follow-up response shall occur within 24 hours verifying the repair has been completed and the system is working properly.				
Q.3	3. Failure to comply with the service response requirements will result in penalties.				
Q.4	4. Vendor is responsible for end to end network and equipment.				

<b>R. System Requirements</b>		<b>YES</b>	<b>NO</b>	Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if necessary.
R.1.1	All service calls and/or requests shall receive a response within 1 hours of notification via phone call or in person from vendor or management consultant.			
R.1.2	1. System shall provide automatic problem reporting capabilities, automatic notification to vendor or management consultant when any segment of the system is out of service.			
R.1.3	System shall provide the capability to establish a line credit per billed number			
R.1.4	The system must utilize PIN numbers for each individual inmate for monitoring of calls, and PANS for specific housing units			
R.1.5	System shall provide live monitoring at any location from any location. Monitoring can be done from any workstation. Calls can be disconnected without any warning to either party involved in the conversation (to be controlled by the security level of the system)			
R.1.6	System shall provide call detail-reporting (CDR) capabilities – the PIN of the caller, the telephone/line being used, number dialed, date, time-of-day and duration of the call and reason call ended. This CDR must be maintained for future lookup			

R.1.7	System shall provide call-blocking feature and MCSO ability to remove blocks not associated with billing issues. All blocks need to capture date block was initiated, specific reason for the block and person/entity applying the block			
R.1.8	System shall be RAID with a hot swappable drive.			
R.1.9	Redundancy of switching equipment.			
R.1.10	System must include backup feature with regular backups.			
R.1.11	System shall provide a redundant 10 digit call validation system on a real-time basis allowing a maximum of 10 seconds for validation to eliminate access to blocked numbers, cellular phones, payphones or other non-billable numbers, using either network, internet, or VPN and dial-up only as a backup validation process.			
R.1.12	System should be able to provide billing name and address lookup identifying the name and billing address associated with the telephone number called			
R.1.13	The County will bear no responsibility for the loss of revenue as a result of fraudulent use of the telephone service			
R.1.14	System shall provide recording capabilities integrated into the system and shall include conversation monitoring, recording, and playback. Formats of the recordings should include mp3, wave, mpg, mpeg and be enhanced with new technology as it develops. Medium for the recording to include, tape, CD, DVD and dual layer DVD. CODECs for playback must be included in the recordings. Recordings to be downloaded real-time with no time delays or size limitations.			
R.1.15	Playback recordings and the associated call detail must report must support e-mail functionality			

R.1.16	Compression of recordings cannot degrade the quality of the recording.			
R.1.17	System should include all the latest investigation technologies. The covert alert function must have the capability to dial more than one number			
R.1.18	The system provides a security method for verifying authenticity of recordings. Completed inmate calls are protected from fraud and tampering.			
R.1.19	System needs to provide a rich compliment of search and sort features both administrative and investigative. This includes but is not limited to:			
R.1.19.a	a) incomplete, complete, played, recorded, copied or downloaded calls, calls with notes and the notes content,			
R.1.19.R	b) Notes should include user and date and time of entry.			
R.1.19.c	Call duration, the manner in which call was initiated and terminated			
R.1.20	Ability to use bookmarks.			
R.1.21	Ability to turn off entire system and specific phones from the software. Hours of operation can be controlled by facility and by housing unit.			
R.1.22	Ability to apply call restrictions per housing unit/ per inmate/per phone number			
R.1.23	Facility officials will set limits of length of calls, not to exceed fifteen minutes.			
R.1.24	Inmate is to be signaled call duration time limit is about to expire-provide a 1-minute notice			
R.1.25	Free Calls to the Public Defender's Office all calls made by inmates to the Public Defender's office are free calls to the public defenders office until such time as the MCSO directs vendor to begin to charge for those calls.			

R.1.26	All telephone lines installed must be able to provide simultaneous service at all times, with no blockages at the network level due to insufficient access, processing capacity, database interaction or any other limitation of provider equipment or services			
R.1.27	System is to be scalable to any new facility/new construction and/or expansion or upgrade of current facilities			

<b>S. Storage</b>		<b>YES</b>	<b>NO</b>	Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if necessary.
S.1	System to have the capability to store 10 years of recordings. All of which are instantly available			
S.2	System designed to prevent deletion of any recording or database entry			
<b>T. Reporting Requirements</b>		<b>YES</b>	<b>NO</b>	Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if necessary.
T.1	System should include the following reports, charts and graphs:			
T.1.a	a) Usage broken down by facility, dorm, time of day, type of call			
T.1.b	b) On demand daily revenue			
T.1.c	c) Analysis of call terminations			
T.1.d	d) Frequently dialed numbers and who dialed them			
T.1.e	e) Calls by PIN number			
T.2	The report function must include very specific reason coding for blocked calls (i.e. unable to bill local carrier, high call volume in short period of time, used up pre-paid credit line, harassment, cell phone number, prohibited number, request of DA or law enforcement, request of "phone" owner, etc).			
T.3	Ad hoc reporting capabilities by MCSO to create and generate reports at no additional charge			

<b>U. Accounting</b>		<b>YES</b>	<b>NO</b>	<p>Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if necessary.</p>
U.1	Commission Payable – The commission payable shall be based on gross billings for all calls placed on the Inmate Phone System. Total gross billings shall be defined as total calls placed on or through the Inmate Telephone System, billed at the agreed upon rates.			
U.2	Commission Checks will be submitted to Milwaukee County Sheriff's Office by the 10 <sup>th</sup> day of the following month and accompanied by a report itemizing the minutes of usage, number of calls, gross billings and commission for each telephone.			
<b>V. Historical Access</b>		<b>YES</b>	<b>NO</b>	<p>Proposer must explain in detail how its System will be able to provide these features and capabilities by the effective date of the Agreement. A "YES" response without providing any additional comments, explanation, and/or details will not be acceptable and may affect the evaluation score. Additional sheets can be used if necessary.</p>
V.1	Access to Current System database and recording will be provided to MCSO at no additional cost for the period of 24 months			

**COVER SHEET FOR THE MAIN PROPOSAL**

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

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

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

Vendor's Name

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Title

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Signature

---

Date

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**COVER SHEET FOR THE PRICING PROPOSAL**

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

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

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

\_\_\_\_\_  
Vendor's Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Milwaukee County  
Inmate Telephone System and Services RFP

**VENDOR REFERENCES**

1) Agency Name \_\_\_\_\_ Agency Address \_\_\_\_\_

Contact Person \_\_\_\_\_ E-Mail \_\_\_\_\_ Contact Number \_\_\_\_\_

Number of Sites \_\_\_\_\_ Number of Inmates \_\_\_\_\_<sup>Required</sup> Number of Inmates on community supervision \_\_\_\_\_

Facility Type      \_\_\_\_\_ Jail      \_\_\_\_\_ Prison      \_\_\_\_\_ Juvenile      \_\_\_\_\_ Other

Accreditation      \_\_\_\_\_ ACA      \_\_\_\_\_ NCCHC      \_\_\_\_\_ JCAHO      \_\_\_\_\_ Other

Contract Term (original, extensions, renewals, rebids) \_\_\_\_\_      \_\_\_ Current Contract      \_\_\_ Prior Contract

Contract Terminated    Y N (circle one), if so specify by whom \_\_\_\_\_ agency      \_\_\_\_\_ vendor

\_\_\_\_ Lost in Rebid, if so specify award recipient \_\_\_\_\_

\_\_\_\_ Other, specify (i.e. returned to self-operated, transition to University)

Reason \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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2) Agency Name \_\_\_\_\_ Agency Address \_\_\_\_\_

Contact Person \_\_\_\_\_ E-Mail \_\_\_\_\_ Contact Number \_\_\_\_\_

Number of Sites \_\_\_\_\_ Number of Inmates \_\_\_\_\_<sup>Required</sup> Number of Inmates on community supervision \_\_\_\_\_

Facility Type      \_\_\_\_\_ Jail      \_\_\_\_\_ Prison      \_\_\_\_\_ Juvenile      \_\_\_\_\_ Other

Accreditation      \_\_\_\_\_ ACA      \_\_\_\_\_ NCCHC      \_\_\_\_\_ JCAHO      \_\_\_\_\_ Other

Contract Term (original, extensions, renewals, rebids) \_\_\_\_\_      \_\_\_ Current Contract      \_\_\_ Prior Contract

Contract Terminated    Y N (circle one), if so specify by whom \_\_\_\_\_ agency      \_\_\_\_\_ vendor

\_\_\_\_ Lost in Rebid, if so specify award recipient \_\_\_\_\_

\_\_\_\_ Other, specify (i.e. returned to self-operated, transition to University)

Reason \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**VENDOR REFERENCES**

3) Agency Name \_\_\_\_\_ Agency Address \_\_\_\_\_

Contact Person \_\_\_\_\_ E-Mail \_\_\_\_\_ Contact Number \_\_\_\_\_

Number of Sites \_\_\_\_\_ Number of Inmates \_\_\_\_\_<sup>Required</sup> Number of Inmates on community supervision \_\_\_\_\_

Facility Type \_\_\_\_\_ Jail \_\_\_\_\_ Prison \_\_\_\_\_ Juvenile \_\_\_\_\_ Other \_\_\_\_\_

Accreditation \_\_\_\_\_ ACA \_\_\_\_\_ NCCHC \_\_\_\_\_ JCAHO \_\_\_\_\_ Other \_\_\_\_\_

Contract Term (original, extensions, renewals, rebids) \_\_\_\_\_ Current Contract \_\_\_\_\_ Prior Contract \_\_\_\_\_

Contract Terminated Y N (circle one), if so specify by whom \_\_\_\_\_ agency \_\_\_\_\_ vendor \_\_\_\_\_

\_\_\_\_ Lost in Rebid, if so specify award recipient \_\_\_\_\_

\_\_\_\_ Other, specify (i.e. returned to self-operated, transition to University) \_\_\_\_\_

Reason \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4) Agency Name \_\_\_\_\_ Agency Address \_\_\_\_\_

Contact Person \_\_\_\_\_ E-Mail \_\_\_\_\_ Contact Number \_\_\_\_\_

Number of Sites \_\_\_\_\_ Number of Inmates \_\_\_\_\_<sup>Required</sup> Number of Inmates on community supervision \_\_\_\_\_

Facility Type \_\_\_\_\_ Jail \_\_\_\_\_ Prison \_\_\_\_\_ Juvenile \_\_\_\_\_ Other \_\_\_\_\_

Accreditation \_\_\_\_\_ ACA \_\_\_\_\_ NCCHC \_\_\_\_\_ JCAHO \_\_\_\_\_ Other \_\_\_\_\_

Contract Term (original, extensions, renewals, rebids) \_\_\_\_\_ Current Contract \_\_\_\_\_ Prior Contract \_\_\_\_\_

Contract Terminated Y N (circle one), if so specify by whom \_\_\_\_\_ agency \_\_\_\_\_ vendor \_\_\_\_\_

\_\_\_\_ Lost in Rebid, if so specify award recipient \_\_\_\_\_

\_\_\_\_ Other, specify (i.e. returned to self-operated, transition to University) \_\_\_\_\_

Reason \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name (Print) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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

**COST SHEET-  
INMATE TELEPHONE SYSTEM & SERVICE**

Vendor and/or management consultant will have full responsibility for project implementation. It is expected that the vendor will provide the most detailed price breakdown possible on a separate page. Items, which are not produced or provided directly, shall be marked as such. Prices shall be inclusive of any and all costs associated with full implementation.

Please provide the total charges, including any call set-up, for the following call types. If call set-up charges are “wrapped” into per minute charges, indicate so under the appropriate heading. All call rates should remain constant for calls made during any time of the day or day of the week.

Collect Calls		Set-Up Charges	Per Minute Rate	15-Minute Charge	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
	Local:						
	Intra LATA:						
	Inter LATA:						
	Interstate						
	Commission Percentage						
	Projected Revenue						
Debit Calls		Set-Up Charges	Per Minute Rate	15-Minute Charge	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
	Local:						
	Intra LATA:						
	Inter LATA:						
	Interstate						
	Commission Percentage						
	Projected Revenue						
Pre-Paid Calls		Set-Up Charges	Per Minute Rate	15-Minute Charge	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
	Local:						
	Intra LATA:						
	Inter LATA:						
	Interstate						
	Commission Percentage						
	Projected Revenue						

## **IX. Appendix II**

### DBE 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.)


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.

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**

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

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>

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

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**

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


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


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.

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

. 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 \_\_\_\_.

\_\_\_\_\_  
Notary Public

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

**MILWAUKEE COUNTY**  
**COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE**  
***PROVISIONS GOVERNING GOOD FAITH EFFORTS***

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

**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.

**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.

**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-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.

**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 “A” TO 49 CFR PART 26**  
**GUIDANCE CONCERNING GOOD FAITH EFFORTS**

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.

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.

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.

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 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.

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.

## 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

		Name of DBE <sup>(**)</sup> 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\_\_\_\_

\_\_\_\_\_  
 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.

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.

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

**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 CBDPOffice 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**



**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.

## 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 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 Subconsultant/Subcontractor Signature)

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