

MILWAUKEE COUNTY SHERIFF'S OFFICE

MILWAUKEE COUNTY, WISCONSIN



REQUEST FOR PROPOSAL (RFP)

Milwaukee County Jail

**Inmate Trust Accounting System, Commissary Services and
Kiosks**

RFP #6979

RFP DUE DATE: January 27, 2015

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I. GENERAL INFORMATION

A. PROJECT OVERVIEW

The Milwaukee County Sheriff's Office (MCSO) is soliciting formal competitive sealed proposals from qualified professional firms for the services for an electronic Inmate Trust Accounting System, Commissary Services and Kiosks which encompass both inmate accounting and commissary as indicated within the context of this Proposal for the Milwaukee County Jail. The vendor shall install and provide all necessary infrastructure, servers, kiosks, network components, software, construction, installation, support and maintenance as necessary to implement the proposed solution. Proposals must comply with all terms and conditions described in this document. This RFP process operates under Chapter 56.30 of Milwaukee County Ordinances for Professional Services.

The nature of this project is of rapid selection and completion, and the chosen vendor will be required to perform on a rigid schedule and within working conditions that are often busy and disruptive. The chosen vendor must be able to coordinate and work in harmony with the other contractors, vendors and staff of the SCORE facility in order to deliver their product on time and on budget.

B. BACKGROUND

It is the intent of these specifications to solicit written proposals from experienced vendors to provide the necessary services to effectively manage inmate funds and financial transactions and operate an inmate's commissary for Milwaukee County's Sheriff's Office, Milwaukee County Jail

Commissary service to the inmates is twice per week. Deliveries to the jails shall normally be next day after the orders are entered into the System. Delivery dates may change and will be determined by the Sheriff's Office.

The Sheriff's Office reserves the right to determine the final retail selling prices to the inmates.

The Sheriff's Office currently uses a mainframe based Jail Management System but will be migrating to the Phoenix Jail Management System in 2015. Any program interfacing will be the responsibility of the Contractor. The system must provide a complete audit trail of all transactions. It must allow for scheduled and unannounced audits of the inmate accounts by the County to insure the integrity and accuracy of the accounts
Floor plans which include identification of anticipated Kiosk equipment will be supplied to vendors that submit a letter of intent to bid and will be distributed during the site visit.

The information provided is an estimate based on past history, but may not accurately reflect future volumes.

- Average Daily Population: 930
- The total monies (gross sales) generated by the vendor in the performance of this contract less sales tax where applicable are estimated to be \$510,000 annually, with a commission rate of 33.4%.
- Number of Inmate housing units: 18

C. SCOPE

- All infrastructure changes necessary to implement the proposed solution
- All network equipment, including switches, connectors and wiring runs necessary to support the kiosk units.
- Any new construction or modifications to the building or rooms.

- Support for hardware and software.
- All hardware, software, licenses and installation services necessary to implement to proposed solution
- Refer to Project Requirements/Scope of Work for specifics.
- Ability to transfer inmate information and accounting balances between the HOC and MCSO if inmates are transferred between facilities.

D. OBJECTIVES

- Seamless electronic integration of the inmate trust accounting system and commissary services for the inmates at the Milwaukee County Jail
- System is scalable.
- Electronic inmate trust accounting system is provided at no cost to MCSO. The accounting system shall become the property of MCSO should the commissary services be awarded in future contracts to other vendors.
- The successful proposal shall provide all equipment, materials, training and supervision required to provide inmate banking software and commissary services. Any cost associated with equipment, installation, materials and/or services shall not be the responsibility of MCSO.
- The system must provide a series of reports as specified by the County including:
 - detailed weekly invoices,
 - cash reconciliation capabilities,
 - the ability to charge the inmates for services such as phone credits, haircuts, or medical services.
-
- Installation, support, upgrades and maintenance of all software and hardware is provided at no cost to MCSO.

II. PROJECT REQUIREMENTS/STATEMENT OF WORK

A. GENERAL REQUIREMENTS

- These “Dorm Kiosks” should have the ability for inmates to **securely** look up their inmate account balances without risk of inmates viewing other inmates’
- All necessary supplies and equipment, including automation equipment, to maintain an inventory of approved items at the vendor’s offsite facility until ordered by Milwaukee County inmates.
- Any peripherals, such as a scanner or modem, and software required at both facilities to complete the automated ordering system process.
- The vendor shall provide a list to the County of all taxable items, as determined by applicable statutes or regulations.
- All monies received through kiosk are retrieved directly from the kiosk by the Vendor and transported to the bank
- The vendor shall submit weekly invoices for the prior week’s deliveries.
- Milwaukee County shall promptly verify the invoice and make payment to the vendor.
- All invoices shall include net totals for the weekly sales, credits and welfare items.
- The credits reflected on the vendor invoice shall be verified by Milwaukee County

B. SPECIFIC REQUIREMENTS

| | ACCOUNTING SOFTWARE NEEDS | MEETS MCSO NEEDS | | COMMENTS |
|----------|---|------------------|----|----------|
| | | YES | NO | |
| | Compliance Requirements | | | |
| 1 | Accounting system complies with GAAP, CoA format for accounts, transactions, etc. | | | |
| 2 | Ability to identify inmates exceeding cash inflow/outflow thresholds to support compliance with U.S. Bank Secrecy Act (BSA) and Anti-money Laundering (AML) with reporting capability/software downloads. Identify inmates that are listed in the OFAC list of Specially Designated Nationals or Blocked Entities (SDN) | | | |
| | Functionality Requirements | | | |
| 1 | Windows-based/Drop-down menus. Scalable, e.g., users, accounts, retention. Operate in "real time." | | | |
| 2 | Automate account merges based on matching criteria, inmate booking-in versus existing inmate database, for collection of previous charges and eliminating duplicity of accounts. | | | |

Milwaukee County Sheriff's Office – Inmate Trust Accounting System, Commissary Services and Kiosks

| | ACCOUNTING SOFTWARE NEEDS | MEETS MCSO NEEDS | | COMMENTS |
|-----|--|------------------|----|----------|
| | | YES | NO | |
| 3 | Date specific historical reporting | | | |
| 4 | Posting of debt charges to inmate accounts either individually or multiple inmates through a batch process | | | |
| 5 | Maintain outstanding debt files with automatic collection upon deposits to inmates' accounts. | | | |
| 6 | Reports of collected debt charges by category; reporting of outstanding debt records. | | | |
| 7 | Checkbook reconciliation module, ability to rerun reconciliation reports at any time | | | |
| 8 | Release and check writing module | | | |
| 9 | Ability to merge duplicate inmate accounts | | | |
| 10 | Detailed ledger reporting for inmates' accounts | | | |
| 11 | Reports, on demand, of frozen, stale, active and inactive accounts | | | |
| 12 | Outstanding checks and deposits reporting | | | |
| 13 | Ability to reclaim stale checks | | | |
| 14 | Receipt generation for deposits and withdrawals | | | |
| 15 | Create accounts, e.g., cash hold, cash, per diem, medical, commissary, etc. capable of creating automatic holds as well as partial payments when balance cannot be fully paid. | | | |
| 117 | Permit specific charges to be added to account even when no unrestricted cash available to pay them, e.g., debts. Restrict commissary charges when no unrestricted cash in account. | | | |
| 18 | Capable of generating money orders or debit cards upon release/discharge. Accept credit card for balances due. | | | |
| 19 | Set parameters for debits and credits of inmate accounts and payable accounts, (debit inmate account and credit the payable account "inmate welfare"). | | | |
| 20 | The system must be accessible to unlimited concurrent users from Windows 7 based workstations. | | | |
| 21 | Browser based systems should be browser agnostic or should not require the individual installation of special software patches, the lowering of browser security or manual modification of default browser settings. | | | |
| 22 | Browser based systems must run on modern browsers, i.e., IE 10+, Firefox 20+, Chrome 30+ or Safari 7+. | | | |
| 23 | The system should provide Role Based Access Control (RBAC) for users and administrators. | | | |
| 24 | Ability to freeze an inmate's account so that nothing whatsoever can affect the inmates account. | | | |
| 25 | Ability to freeze the inmate's account so that the inmate is unable to order commissary. | | | |
| 26 | The system must provide for daily backups. | | | |
| 27 | The system must allow only secure, encrypted access, i.e., SSL/TLS or similar. | | | |

Milwaukee County Sheriff's Office – Inmate Trust Accounting System, Commissary Services and Kiosks

| | ACCOUNTING SOFTWARE NEEDS | MEETS MCSO NEEDS | | COMMENTS |
|----|---|------------------|----|----------|
| | | YES | NO | |
| 28 | The system must conform to accepted standard accounting methods. | | | |
| 29 | The system must provide an audit log of user transactions. | | | |
| 30 | The system must provide account reconciliation and account balancing functions/reports. | | | |
| 31 | The system must allow for check printing from multiple workstations. | | | |
| 32 | The system shall interface with cash kiosk. | | | |
| 33 | Allows for automatic charges for predetermined situations/items. Automatically pay charges by hierarchy when funds available | | | |
| 34 | For BSA/AML certification, deposits totaling \$1,000 or more per month will be tracked on a monthly basis and reported to the bank. | | | |
| 35 | Deposits may be restricted or unrestricted to allow time to clear bank without NSF (hold). Fiscal user has ability to place manual holds and releases, as well as transfers for account corrections on inmate accounts. | | | |
| 36 | Accounting software must interface with the county Budget Reporting and Analysis Support System | | | |
| 37 | The system should allow for identification and processing of unclaimed funds. | | | |
| 38 | 24/7/365 support | | | |
| 39 | The system should allow for the management of MCSO commissary sales and inventory management. | | | |
| 40 | Web portal for friends or family of inmates to query inmate account balance. | | | |
| 41 | Training provided to PCSO staff, if needed. | | | |
| | REPORTING REQUIREMENTS | MEETS MCSO NEEDS | | COMMENTS |
| | | YES | NO | |
| 1 | Ability to create any ad hoc reports that the institution may require | | | |
| 2 | Ability to create reports based on zero balance, indigent status (under \$2), uncollectible accounts, credit balances, etc. | | | |
| 3 | Notify fiscal user when credit balance or transaction dollar limits are exceeded. | | | |
| 4 | Reports available in text, excel, or pdf. Audit trails and histories available for all transactions. | | | |

Milwaukee County Sheriff's Office – Inmate Trust Accounting System, Commissary Services and Kiosks

| | COMMISSARY REQUIREMENTS | MEETS MCSO NEEDS | | COMMENTS |
|----|---|------------------|----|----------|
| | | YES | NO | |
| 1 | Ability to restrict the maximum quantity on specific items | | | |
| 2 | Ability to limit the total number of items an inmate may receive with each order | | | |
| 3 | Ability to restrict commissary purchasing for medical conditions or for disciplinary reasons | | | |
| 4 | User Defined/Programmable Requirements (Charges are user defined) | | | |
| 5 | Ability to add additional subjects to the inmate ordering kiosk without the assistance of a programmer. | | | |
| 7 | Identify location of inmate and whether there is an automatic charge (user-defined) | | | |
| 8 | When an inmate is moved to prison, fiscal user to print check to "Inmate Trust Bank". | | | |
| 4 | The Contractor shall maintain sufficient stock levels in order to limit shortages. The | | | |
| 9 | Contractor shall not substitute and should have an order full rate in excess of 98%. | | | |
| 10 | Any hardware or software used must be compatible with Accounting System, Kiosks, and Jail Management System. | | | |
| 11 | Vendor purchases, provides and is responsible for all inventory items. | | | |
| 12 | Vendor provides sufficient quantity of employees to receive goods at Facility and deliver goods to inmates 5 days per week. | | | |
| 13 | Vendor capable of providing and tracking quantity/items obtained by indigent inmates to ensure purchases do not exceed maximum allowances. | | | |
| 14 | Inmate commissary charges not to exceed user-defined limits | | | |
| 15 | Commissary orders edited against inmate account for sufficient funds. When there are not sufficient funds to fill the entire order, the order will be filled up to the available funds. (entire order not rejected) | | | |
| 16 | Vendor is responsible for the remittance of all State Sales Taxes | | | |
| 17 | Vendor provides monthly commission check payable to MCSO based on commissionable sales to include backup sufficient for MCSO to audit the commission calculation. | | | |
| 18 | Vendor provides monthly invoice to MCSO for the purchase of any indigent kits. | | | |

Milwaukee County Sheriff's Office – Inmate Trust Accounting System, Commissary Services and Kiosks

| | KIOSKS AND INFRASTRUCTURE | MEETS MCSO NEEDS | | COMMENTS |
|----|--|------------------|----|----------|
| | | YES | NO | |
| 1 | Kiosks will be located in each housing unit, one in the booking search area, one on G level and one on L level of the Criminal Justice Facility | | | |
| 2 | Kiosks in the public area and booking search must be able to receive checks, money orders, coin and currency | | | |
| 3 | Kiosks in the housing units must be able to accept commissary orders , give real time account balance, | | | |
| 4 | A preferred option is that the housing kiosks have the ability to file grievances, medical requests, view law library materials, and read grievance responses. | | | |
| 5 | No infrastructure currently exists and needs to be engineered and installed. | | | |
| 6 | Vendor absorbs loss for all counterfeit money accepted by Kiosk. | | | |
| 7 | Kiosks capable of interfacing with the Jail Management System and inmate accounting system at implementation. | | | |
| 8 | Equipment required for issuing debit cards to inmates upon their release. | | | |
| 9 | All equipment, cables, etc. required to network all Kiosks. | | | |
| 10 | Ability to change an inmate's pin number should the inmate's account be compromised | | | |
| 11 | Ability to require inmate's to enter their pin number and one other form of identification in order to access the ordering kiosk | | | |
| 12 | Ability to associate kiosk to a specific location so that only inmates within that location may use the kiosk. | | | |
| 13 | Ability to add an additional convenience fee to the lobby kiosk to belong to the county/detention center should the county desire to do so | | | |
| 14 | Ability to make deposits through a Booking kiosk when the inmate is processed. | | | |

| | GENERAL REQUIREMENTS | MEETS MCSO NEEDS | | COMMENTS |
|---|--|------------------|----|----------|
| | | YES | NO | |
| 1 | Ability to freeze the inmate's account so that the inmate is unable to order commissary. | | | |
| 2 | Ability to freeze an inmate's account so that nothing whatsoever can affect the inmates account | | | |
| 3 | Ability to shut down and restart kiosk through the Trust Accounting Software | | | |
| 4 | Ability to handle multiple cash drawers. | | | |
| 5 | Any updates made to the Inmate Trust Accounting that may be beneficial to MCJ are to be at no charge | | | |
| 6 | Ability to interface with the telephone system for inmate purchase of phone time. | | | |
| 7 | Must have release debit cards available for dispensing of inmate funds at no cost to MCJ | | | |
| 8 | Interface to credit and debit card providers (pay over the internet) | | | |

C. PERFORMANCE REQUIREMENTS

| PERFORMANCE REQUIREMENT | PERFORMANCE INDICATOR | PENALTY |
|--|---|-------------------------|
| Unresolved Discrepancies | Commissary Delivery does not reflect the delivery of items. Thresh hold 5 per month. | \$500 each discrepancy |
| Commissary Credits | County-provided Tracking Form not completed accurately and/or submitted | \$500 each day |
| Product Availability | Product identified on order form is unavailable for delivery – out of stock & no notice | \$100 each occurrence |
| Product Availability | Product identified on order form not delivered – packaging oversight | \$10 each occurrence |
| Substitute Product | Product substituted without prior approval | \$500 each occurrence |
| Change in Quantity, Price or Size of Product | Quantity, price or size of product changed without prior approval | \$500 each occurrence |
| Delivery Schedule | Pre-established commissary delivery schedule not accomplished | \$500 each day |
| Accounting software failures | Automated order processing /posting system not online due to vendor issue | \$250 each day |
| Audit of Vendor's Books and Records | Vendor books and records not made available for audit with seven day notice | \$5,000 each occurrence |

III.RFP INFORMATION, PROCESS, AND ACTIVITIES

D. LETTER OF INTENT

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 debra.burmeister@milwaukeecountywi.gov. 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.

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.

B. SITE SURVEYS/PREBID CONFERENCE

1. Each vendor submitting a Letter of Intent will be required to attend a site survey meeting.
2. Site surveys will be conducted as a group and will be scheduled during the published dates.
3. Vendors must supply their own equipment.
4. Questions regarding the RFP will be entertained.
5. We will attempt to schedule a short presentation on the same day as the site survey, at which time the vendor will have an opportunity to highlight the functionality of their inmate accounting system software solution.

C. PROPOSED TIME TABLE

| RFP Milestones | Proposed Completion Dates |
|------------------------------------|-----------------------------------|
| RFP issue date | December 2, 2014 |
| Notice of Intent to Respond due | December 18, 2014 |
| Site Surveys | January 5, 2015 9:00 am |
| Written Questions due | January 9, 2015 11:00 am CDT/CST |
| Written Q&A posted on MCSO website | January 13, 2015 |
| Written Proposals due | January 27, 2015 11:00 am CDT/CST |
| Evaluation Period | February 1,2015—February 7, 2015 |
| Notice of Intent to Award Contract | February 2015 |
| County Board Approval | February/March 2015 |
| Contract Start Date | May 10, 2015 |

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

D. PROPOSAL NUMBER AND IDENTIFICATION

Mark all documents with the RFP number. One original signed copy of the proposal marked “Original” and three (3) 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 Trust Accounting System, Commissary Services and Kiosks RFP #6979, - Technical Proposal”

And

“Sealed Proposal for Milwaukee County, Request for Proposal for Inmate Trust Accounting System, Commissary Services and Kiosks, RFP #6979, - 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.

D. AFFIRMATION OF RFP CONTENTS

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.

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.

E. PROPOSAL DUE DATE

Proposals will be accepted no later than 11:00 am CST **January 27, 2015**. Proposals received after this time will not be accepted.

F. LATE PROPOSALS

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.

G. MODIFICATION OF PROPOSAL

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.

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.

H. INCURRING COSTS

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.

I. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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:

1. 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;
2. 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
3. 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.

J. REASONABLE ACCOMMODATION OF VENDOR

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.

K. TRANSITION PLAN

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.

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.

L. PROPRIETARY INFORMATION

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.

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.

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.

M. VENDOR QUESTIONS/REQUEST FOR ADDITIONAL INFORMATION

Should clarification of the RFP or additional information be requested, such requests must be made by e-mail and received by 11:00 A.M. CST/CDT on **January 9, 2015**. No questions will be accepted after this date. Contact person is:

**Debra Burmeister, Major, Jail Administration
Milwaukee County Sheriff's Office
Milwaukee County Jail
949 North 9th Street
Milwaukee, WI 53233**

E-mail: debra.burmeister@milwaukeecountywi.gov

N. RESPONSES FOR ADDITIONAL INFORMATION

Questions and answers will be e-mailed to all companies that have submitted a Letter of Intent. The company asking the question will not be identified.

O. RFP DISCREPANCIES/ERRORS

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 **debra.burmeister@milwaukeecountywi.gov** in writing requesting modification or clarification of the proposal request.

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.county.milwaukee.gov in the "Submit a county bid\procurement bids" section. Vendors must check the website for posted addenda; they are encouraged to check daily

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.

P. CHANGES TO THE RFP/ COUNTY ADDENDA

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

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 MCSO website. 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 MCSO website daily to ensure that Vendor is kept up-to-date on any and all changes to the RFP.

Q. *BIDDER COMMUNICATION*

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.

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.

R. *ORAL PRESENTATIONS*

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.

IV. GENERAL REQUIREMENTS

A. PROJECT PLAN

Project definition and plan developed in conjunction with affected departments of the county to include:

- Utilize information collected by Milwaukee County Sheriff's Office and other available data relative to this project.
- Conduct a series of meetings and on-site visits to thoroughly understand the needs and requirements of the County.
- Coordinate with staff from the Sheriff's Office, to determine security issues, information systems or other requirements.

Vendor will be required to prepare a detailed project plan and schedule to define work to be performed at each phase of the project with anticipated completion dates. Project development, implementation, and performance criteria will be managed and reviewed weekly with Sheriff's Office and other related county offices.

B. PROPOSED SOLUTION

Proposal to include specifications that clearly describe the solution including: equipment layouts, network diagram, structural system, essential features; meeting all city, county and state laws.

Submitted proposal will become part of the final contract, and will cover all expenses related to implementation of a solution that meets MCSO requirements.

Proposed solution will include all labor, equipment, materials, and supervision to install, program, calibrate, adjust, document, and test the total system as required herein.

C. MANDATORY VENDOR 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.

D. VENDOR QUALIFICATIONS

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.

The vendor or manufacturing partner(s) must have quality systems and standards in place that meet the quality system standards of ISO 9001:2000.

E. CORPORATE STABILITY AND FINANCIAL STRENGTH/DEPTH

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.

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.

An unsatisfactory ranking with regard to financial issues may be grounds for MCSO to reject the proposal and eliminate it from further consideration.

F. RESUME INFORMATION

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.

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.

G. 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 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) 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. Experience

Vendor must have at least five years of experience in the industry, and have experience of at least three installations similar in size to the proposed solution.

4. References

Each submission must include a list of four (4) client references from jail or correctional facilities where the vendor provides 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.

H. LITIGATION AND CLAIMS HISTORY AND EXPERIENCE

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.

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.

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.

I. EQUIPMENT

All equipment must be certified and registered with FCC where applicable.

All equipment must be hypoallergenic, water- proof shock proof and tamper resistant.

Computer equipment, LCD Screens, and Cameras must be non-proprietary and maintainable by county technical staff.

J. OWNERSHIP OF INFORMATION

MCSO will own all data including the software to access the data.

The vendor shall provide a listing of all standard reports and a copy of those reports.

All system database tables or account/ordering information shall be accessible by MCSO.

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.

K. VERIFICATION AND SYSTEM ACCEPTANCE PERIOD

MCSO requires a 120-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.

120-calendar day verification and system acceptance period shall be reinstated should any of the following occur:

1. One major malfunction consisting of system shut down, partial or complete.
2. Failure of a kiosk.
3. Five (5) minor malfunctions not affecting service.

Should acceptable system effectiveness level not be achieved by the end of the 120-calendar day verification and system acceptance period, MCSO has the option of imposing penalties, terminating the contract or reinstating the period.

MCSO may require replacement of entire system or specific components at vendor's expense.

MCSO may reject the system by delivering written notice to vendor within five (5) business days following the 120-calendar day verification and system acceptance period. The vendor shall be responsible for all expenses incurred.

Final acceptance of system shall occur following the 120-calendar day verification and system acceptance period. MCSO shall verify system is 100% operational including:

1. All hardware components have power and are operating correctly.
2. All operating system software is operating correctly.
3. All applications and functions are executing correctly.
4. All system users are able to access and execute all applications and functions for which they are authorized.

L. REQUIRED TRAINING

Staff will be completely trained within 30 days of system install completion.

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

M. LICENSE/TITLE

Vendor grants license to MCSO which authorizes MCSO to:

- 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).
- Utilize the licensed software in printed form in support of the use of the licensed software.

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.

N. VENDOR CONTACT – PROPOSAL AND CONTRACT

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.

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.

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.

O. SAFETY REQUIREMENTS

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. SYSTEM REQUIREMENTS

A. DESCRIPTION OF SYSTEM

Documentation should be provided that is descriptive of the functions supported by the system with a focus on the specific functional areas identified in this RFP. Existing product literature and prepared marketing materials may be included. However, emphasis should be placed on the more detailed user and technical documentation. A follow-up demonstration of the system may also be requested by the Sheriff's Office.

B. TECHNICAL ARCHITECTURE

The respondent should provide detailed information about the overall system architecture including, as applicable, the following items:

1. Hardware requirements
2. Operating system/software environment
3. Network requirements and protocols
4. Database environment and storage requirements
5. Description of the installation process
6. Description of security and auditing features
7. Capability to configure and customize the application
8. Application scalability

C. SUPPORT AND MAINTENANCE

Provide information on the proposed support and maintenance agreement, specifically the hours of support, typical response time, and coverage.

Provide option for County Personnel to certify as "authorized" service personnel for the purposes of maintaining and/or installing the system and its components (Provisions for cost reduction should be enumerated).

Warranty and support agreement should include software updates free of charge as new features or improvements are released.

The respondent is requested to comment on the following:

1. On-line documentation and/or help;
2. On-site and off-site training;
3. Help desk operations including staffing and hours of availability
4. Frequency of upgrades and acquisition of upgrades;
5. User feedback procedures;
6. Routine maintenance requirements.

VI. PROPOSAL FORMAT

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.

Appendices and attachments to the base proposal should be separate and contribute significantly to the value of the proposal.

The proposal must demonstrate the vendor understands of the scope of work and capabilities to deliver the services described.

A. 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:

“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.”

B. EXECUTIVE SUMMARY

Submit an 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 pricing information.

C. SECTION RESPONSES

The vendor's proposal must answer this RFP section by section, stating in specific terms, what services will be provided and their respective approach in addition to what service they will not be able to provide. Failure to respond to each section may result in rejection of the proposal. 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.

D. IMPLEMENTATION

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.

E. MINIMUM REQUIREMENTS

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.

F. PRICING TERMS

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.

MCSO shall not be required to provide a down payment for contracted system.

1. Initial Duration

The period of performance contracted will be for five (5) years.

2. Renewal Options/Extension

There will be two (2), one year renewal options. MCSO may consider extension without rebid and any request for extension of the contract 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. Commission Earnings

Provide two option of commission earnings.

- a. Option 1 no cost to MCSO for hardware, software, installation/infrastructure, maintenance and upgrades.
- b. Option 2 MCSO purchases the hardware and software. Costs of maintenance and upgrades to be listed separately. Vendor will pay for installation/infrastructure costs

MCSO reserves the right to leverage existing contracts to purchase non-proprietary hardware identified in this contract.

G. PERFORMANCE BOND

The successful vendor shall, within 14 days of the award of the contract, furnish a Performance Bond in the name of Cumberland County in the amount of Two Hundred Fifty Thousand dollars (\$250,000).

VII. EVALUATION PROCESS

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

Scope of Services/Technical Requirements will be evaluated separately from Price and the recommendations made independently.

MCSO reserves the right to require oral presentations and/or written questions/answers for further clarification of specific RFP responses.

MCSO will issue a Notice of Intent to Award. Non-finalists will be notified of their status by e-mail.

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.

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.

A. EVALUATION CRITERIA

| Evaluation Criteria | Points |
|--|-----------|
| Professional & Corporate Experience, Background and Qualifications | 10 |
| Quality of Proposal/Presentation | 30 |
| Reporting Requirements | 15 |
| Financials/Financial Depth and Stability | 10 |
| References | 10 |
| Field Testing | 25 |
| DBE Compliance | Pass/Fail |
| Cost/Price | 50 |
| Total Maximum Score | 150 |

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.

B. BEST VALUE

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.

C. RESERVATION OF RIGHT TO CHOOSE VENDOR

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.

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.

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

D. COUNTY RIGHT TO NEGOTIATE

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.

E. REJECTION OF PROPOSALS

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.

MCSO makes no assertion that any professional services will be purchased from any vendor as a result of this RFP.

VIII. 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.

| Type of Coverage | Minimum Limits |
|--|-------------------------------|
| Wisconsin Workers' Compensation Or Proof of all States Coverage | Statutory |
| Employers' Liability | \$100,000/\$500,000/\$100,000 |
| Commercial General Liability | |
| Bodily Injury & Property Damage | \$1,000,000 – Per Occurrence |
| Incl. Personal Injury, Fire, Legal | |
| Contractual & Products/Completed Operations | |
| Automobile Liability | |
| Bodily Injury & Property Damage | \$1,000,000 Per Accident |
| All Autos – Owned, Non-Owned and/or Hired | |
| Uninsured Motorists | Per Wisconsin Requirements |
| Excess Liability | \$3,000,000 Per Occurrence |
| 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” endorsements 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. 9th 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, IF APPLICABLE, 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.

IX. TERMS AND CONDITIONS

A. APPLICABLE LAW

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

The vendor must describe corporate policy regarding pre-employment drug testing and regarding maintaining a drug-free work environment.

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.

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

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.

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

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

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.

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.

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.

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

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

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

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, Major, Jail Administration
Milwaukee County Sheriff's Office
Milwaukee County Jail
949 North 9th Street

I. COOPERATION UPON TERMINATION

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

If the Vendor fails to fulfill its obligations under the contract resulting from this RFP, in a timely and proper manner, or violates any of its provisions, County may thereupon have the right to terminate the agreement by giving thirty (30) days written notice of termination, return receipt required, specifying the alleged violations and effective date of termination.

The contract may not be terminated if, upon receipt of the notice, the Vendor promptly cures the alleged violation prior to the end of the notice period. In the event of termination, MCSO will only be liable for services rendered and expenses incurred through the date of termination and not for the uncompleted portion and for any materials and services purchased or paid for by the Vendor for use in completing the contract.

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)

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

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

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

N. INDEPENDENT VENDOR

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

Assignment by Subcontract – Assignment of any portion of the work by subcontract must have the prior written approval of MCSO.

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.

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

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

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, Major, Jail Administration
Milwaukee County Sheriff's Office
Milwaukee County Jail
949 North 9th Street
Milwaukee, WI 53233**

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

S. BINDING EFFECT

This resulting agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. MCSO's RFP for Trustee Accounting or Commissary 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

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

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

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

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.

1. 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.
2. 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

The Vendor may appeal any assessment of liquidated damages or penalties to the Inspector for the Milwaukee County Sheriff's Office, Criminal Justice Facility (CJF)/Milwaukee County Jail (MCSOJ). 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.

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

Vendor agrees to escrow the software's source code into an account held by a third party escrow agent to ensure maintenance of the software. The software source code shall be released to Milwaukee County in the event the licensor files for bankruptcy or otherwise fails to maintain and update the software as promised in the software license agreement.

Z. OWNERSHIP OF DATA

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

AA. RECORDS and AUDITS.

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

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

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:

- Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.
- Vendor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by County, setting forth the provisions of the non-discriminatory clause.

1. 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 aforesaid requirements, it is the vendor's affirmative responsibility to demonstrate that it has met all such requirements.

2. 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.

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.

All respondents are obligated to comply with all requirements of the Americans with Disabilities Act (ADA).

3. 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.

X. COMMUNITY BUSINESS DEVELOPMENT PARTNERS DBE 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.

Proposers 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. **The DBE contract goal for this contract is 17%** of all expenditures exclusive of proprietary equipment and software.

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, 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.

XI. Appendix I Required Forms

MILWAUKEE COUNTY
REQUEST FOR PROPOSAL
BUSINESS INTELLIGENCE SOLUTION

SWORN STATEMENT OF BIDDER

I, being first duly sworn at _____,
City, State

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

Of the Bidder, _____,
Name of Vendor

Do state the following: that I have fully and carefully examined the terms and conditions of this RFP, 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 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 Bidder identified above.

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

I further stipulate that the said statements contained within this proposal are true and correct and this sworn statement is hereby made a part of the foregoing RFP response and is an accurate representation of our organization, capabilities, and proposed services, and is in agreement with the RFP requirements except as stated or referenced below (or on the attached page).

Company Name

Signature

Date

Title

Milwaukee County
Inmate Trust Accounting System, Commissary Services and Kiosks 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 bid on Inmate Trust Accounting System, Commissary Services and Kiosks 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

Title

Name of Firm

Milwaukee County
Inmate Trust Accounting System, Commissary Services and Kiosks 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 Signator _____

Title _____

Date _____

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

Title

Signature

Date

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 Sheriff's Office – Inmate Trust Accounting System, Commissary Services and Kiosks
Milwaukee County
Inmate Trust Accounting System, Commissary Services and Kiosks RFP

VENDOR REFERENCES

1) Agency Name _____ Agency Address _____

Contact Person _____ E-Mail _____ Contact Number _____

Number of Sites _____ Number of Inmates _____^{Required} 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 _____

2) Agency Name _____ Agency Address _____

Contact Person _____ E-Mail _____ Contact Number _____

Number of Sites _____ Number of Inmates _____^{Required} 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 _____

VENDOR REFERENCES

Page 2

3) Agency Name _____ Agency Address _____

Contact Person _____ E-Mail _____ Contact Number _____

Number of Sites _____ Number of Inmates _____^{Required} 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 _____^{Required} 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 Signator _____

XII. Sample list of commissary items

Below is a representative, list of commissary items purchased at MCJ. Vendors are requested to enter a unit price for each item.

| <u>Description</u> | CCF- Central Quantity | Unit price | Commission | |
|--------------------------|-----------------------------|---------------|------------|--|
| DEODORANT SOAP | 2,042 | | | |
| DIAL SOAP | 1,974 | | | |
| SOAP | 1,398 | | | |
| BLACK & WHITE SOAP | 121 | | | |
| SHAMPOO | 717 | | | |
| DANDRUFF SHAMPOO | 348 | | | |
| CONDITIONER | 590 | | | |
| DANDRUFF SHAMPOO | 413 | | | |
| THERAPEUTIC SHAMPOO | 28 | | | |
| LADY SPEED STICK | 2,630 | | | |
| MENNEN SPEED STICK | 717 | | | |
| GEL TOOTHPASTE | 2,584 | | | |
| FLUORIDE TOOTHPASTE | 983 | | | |
| DENTURE ADHESIVE | 8 | | | |
| DENTURE CLEANER | 29 | | | |
| TOOTHBRUSH | 1,589 | | | |
| LOTION 4 oz | 467 | | | |
| HAIR & SCALP CONDITIONER | 92 | | | |
| NOXZEMA | 141 | | | |
| SHAVING CREAM | 239 | | | |
| MAGIC SHAVE | 146 | | | |
| 5" COMB | 207 | | | |
| AFTERSHAVE | 80 | | | |
| RAZOR | 6,089 | | | |
| COND./HAIR DRESSING | 898 | | | |
| SULFER 8 CONDITIONER | 150 | | | |
| ACETAMINOPHEN | 1,981 | | | |
| ASPRIN | 2,168 | | | |
| IBUPROFEN 2PK | 4,144 | | | |
| COUGH DROPS | 560 | | | |
| ANTACID ROLL | 282 | | | |
| MUSCLE RUB | 0 | | | |

Milwaukee County Sheriff's Office – Inmate Trust Accounting System, Commissary Services and Kiosks

| | | | | |
|----------------------|-------|--|--|--|
| ANTIFUNGAL CREAM | 59 | | | |
| ACNE TREATMENT | 28 | | | |
| HYDROCORTISONE PKT | 228 | | | |
| EYE DROPS | 16 | | | |
| LIP BALM | 813 | | | |
| BISMUTH | 109 | | | |
| SALINE | 9 | | | |
| DECONGESTANT 2PK | 905 | | | |
| ALAMAG-PLUS | | | | |
| SHOWER CAP | 421 | | | |
| FIRST AID CREAM | 202 | | | |
| DEPILATORY | | | | |
| PANTYLINER | 9 | | | |
| TAMPON SUPER | 41 | | | |
| TAMPON REGULAR | 19 | | | |
| SANITARY NAPKINS | 2 | | | |
| BABY OIL | | | | |
| LEVER SOAP | | | | |
| QUEENHELEN STYLE GEL | | | | |
| RELAXER KIT | | | | |
| BLUE MAGIC BERGAMOT | | | | |
| PERM REPAIR LOTION | 35 | | | |
| COTTON SWABS | | | | |
| PRO HAIR FOOD | | | | |
| 4oz COCOA BUTTER LN | 0 | | | |
| 11oz COCOABUTTER LTN | 1,451 | | | |
| PETROLEUM JELLY | | | | |
| 9in COMB | | | | |
| AFRO PIK | 353 | | | |
| HAIR BRUSH | | | | |
| FOAM ROLLERS | | | | |
| AA BATTERY | 4,483 | | | |
| RADIO W/HEADPHONES | 388 | | | |
| HEADPHONES | 451 | | | |
| FINGER NAIL CLIPPERS | | | | |
| DOMINOS | | | | |
| CHECKERS | | | | |
| CHESS | | | | |
| LEGAL PAD | 3,619 | | | |

Milwaukee County Sheriff's Office – Inmate Trust Accounting System, Commissary Services and Kiosks

| | | | | |
|----------------------|--------|--|--|--|
| 9 X 12 ENVELOPE | 3,013 | | | |
| STAMPED ENVELOPE | 36,597 | | | |
| DROPPED STAMP | 1,026 | | | |
| KORAN | 24 | | | |
| DICTIONARY | 72 | | | |
| SOAP BOX | 1,174 | | | |
| TOOTHBRUSH HOLDER | 832 | | | |
| PLAYING CARDS | 1,184 | | | |
| GROCERY BAG | 2,811 | | | |
| SAFETY PEN | 1,118 | | | |
| FRIENDSHIP (ENG) | 237 | | | |
| FRIENDSHIP (SPAN) | 6 | | | |
| BIRTHDAY CARD (ENG) | 462 | | | |
| BIRTHDAY CARD (SPAN) | 15 | | | |
| SPECIAL OCCASION | 659 | | | |
| M & M PEANUT | | | | |
| MARS-SNICKERS ALMOND | 3,221 | | | |
| MILKY WAY | 3,316 | | | |
| SNICKERS | 8,329 | | | |
| BABY RUTH | 2,913 | | | |
| BUTTERFINGER | 3,208 | | | |
| LRG KIT KAT | 3,469 | | | |
| KRISPY KRUNCH REESES | 1,532 | | | |
| LRG P/B CUPS | 5,206 | | | |
| PEANUTS | 3,213 | | | |
| GRANOLA BAR | 6,481 | | | |
| P/B CHEESE CRACKERS | 2,426 | | | |
| OREO COOKIES | 6,491 | | | |
| CRUNCH BUDDY BAR | 19,338 | | | |
| SUGAR FREE WAFER | 1,997 | | | |
| FIVE FLAVOR ROLL | 2,786 | | | |
| JOLLY RANCHERS | 12,687 | | | |
| FIRE JOLLY RANCHERS | 2,246 | | | |
| LEMON DROPS | 2,114 | | | |
| LICORICE 5 OZ LRG | 4,314 | | | |
| BREATH MINTS | 711 | | | |
| COFFEE 10 PACK | | | | |
| FRUIT PUNCH MIX | 1,495 | | | |
| CHERRY MIX | 1,438 | | | |

Milwaukee County Sheriff's Office – Inmate Trust Accounting System, Commissary Services and Kiosks

| | | | | |
|----------------------|--------|--|--|--|
| LEMONADE MIX | 1,176 | | | |
| ORANGE MIX | 1,077 | | | |
| APPLE CIDER MIX | 491 | | | |
| S/F FRUIT PUNCH | 2,750 | | | |
| S/F ORANGE MIX | 1,950 | | | |
| S/F LEMONADE MIX | 1,758 | | | |
| | | | | |
| MEAT STICK | 20,532 | | | |
| PLAIN CHIPS | 10,806 | | | |
| BBQ CHIPS | 19,875 | | | |
| FRITOS | 13,163 | | | |
| CHEETOS | 23,809 | | | |
| DORITOS | 29,655 | | | |
| CHEESE POPCORN | 10,731 | | | |
| GARDETTOS | 10,885 | | | |
| RAISINS | 2,892 | | | |
| OATMEAL COOKIES | 16,882 | | | |
| FUDGE BROWNIES | 13,898 | | | |
| FLAMING HOT CHEETOS | 19,314 | | | |
| CRACKLINS-HOT | 14,897 | | | |
| HONEY BUN | 19,234 | | | |
| S/F HARD CANDY | 405 | | | |
| SKETCH PAD | 293 | | | |
| PENCIL | 2,897 | | | |
| COLORED PENCILS | 109 | | | |
| ERASER | 2,555 | | | |
| HOSPITAL LOTION | 2 | | | |
| TORTILLAS | | | | |
| HERSHEY ALMOND LCS | | | | |
| REESE'S PIECES | | | | |
| SNICKERS MINIATURES | | | | |
| M&M PEANUT | 5,931 | | | |
| MALTED MILK BALLS | 12 | | | |
| LARGE COFFE 4 OZ | | | | |
| DELUXE CREAM COOKIES | | | | |
| CUP CAKES | | | | |
| SALSITAS CHIPS | | | | |
| CHEESE SQUEEZERS | 9,136 | | | |
| P/B SQUEEZERS | 7,100 | | | |

Milwaukee County Sheriff's Office – Inmate Trust Accounting System, Commissary Services and Kiosks

| | | | | |
|---------------------|-------|--|--|--|
| HOT N SPICY STICK | | | | |
| ORIGINAL BEEF STEAK | | | | |
| TERIYAKI BEEF STEAK | | | | |
| TUNA IN A BAG | | | | |
| VANILLA PUDDING | 831 | | | |
| CHOCOLATE PUDDING | 816 | | | |
| WHEAT THINS | 1,844 | | | |
| TUMBLER W/LID | 1,794 | | | |

XIII. Appendix II DBE Forms

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.)

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| |

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

A. Identifying Subcontract Work Items

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

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

| |
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| |

B. Notifying DBE Firms of Contracting Opportunities

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

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

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

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

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

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

Yes _____ No _____

Contact was made by: telephone _____ written correspondence _____

Date contacted: _____ Person Contacted: _____

C. Providing DBEs with Assistance

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

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

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

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D. Soliciting Proposal/Quotes from Interested DBE Firms

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

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

| Name/Address/Contact Person of DBE Firm | Work Quoted and Explanation for Rejecting Quotes |
|---|--|
| | |
| | |
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10. Other comments you want Milwaukee County to consider:

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

AFFIDAVIT

STATE OF WISCONSIN)

) ss

COUNTY OF _____)

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

Signed: _____

Bidder/Authorized Representative

Subscribed and sworn to before me:

This _____ day of _____, 20 ____.

Notary Public

My commission expires _____, 20 ____.

MILWAUKEE COUNTY

COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE

PROVISIONS GOVERNING GOOD FAITH EFFORTS

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

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

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

2. GOOD-FAITH EFFORT PROCEDURE.

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

3. GUIDELINES FOR ENGAGING IN GOOD-FAITH EFFORTS.

Also included in this packet is Appendix A of 49 CFR 26 upon which form DBD-001PS is based. Review this carefully. This document sets forth the kind of activities that the county would reasonably expect of a contractor who was actively and aggressively seeking to engage DBE subcontractors. Both, the contracting officer and the administrative hearing officer(s) will be guided in their decisions by Appendix A and the contents of the bidder/proposer's DBD-001PS. At the administrative hearing the contracting officer will present the rationale for denying the waiver, and you will have an opportunity to present your case and rebut any statements or evidence. The burden of proof is on the bidder/proposer to convince the hearing officer that a good-faith waiver is warranted by the evidence. The hearing officer will promptly issue a written decision setting forth the basis for his or her decision. This decision is final.

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

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

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

GUIDANCE CONCERNING GOOD FAITH EFFORTS

I. When Milwaukee County establishes a DBE contract goal on a DOT-assisted contract a bidder/proposer must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder/proposer can meet this requirement in either of two ways. First, the bidder/proposer can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder/proposer can document adequate good faith efforts. This means that the bidder/proposer must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which Milwaukee County has established a contract goal, part 26 requires you to use the good faith effort mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder/proposer that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder/proposer has made. The efforts employed by the bidder/proposer should be those that one could reasonably expect a bidder/proposer to take if the bidder/proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

III. THE DEPARTMENT ALSO STRONGLY CAUTIONS MILWAUKEE COUNTY AGAINST REQUIRING THAT A BIDDER/PROPOSER MEET A CONTRACT GOAL (I. E., OBTAIN A SPECIFIED AMOUNT OF DBE PARTICIPATION) IN ORDER TO BE AWARDED A CONTRACT, EVEN THOUGH THE BIDDER/PROPOSER MAKES AN ADEQUATE GOOD FAITH EFFORTS SHOWING. THIS RULE SPECIFICALLY PROHIBITS YOU FROM IGNORING BONA FIDE GOOD FAITH EFFORTS.

IV. The following is a list of types of actions, which Milwaukee County should consider as part of the bidder/proposer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

- A. Soliciting through all reasonable and available means (e. g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- C. Soliciting through all reasonable and available means (e. g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

Milwaukee County Sheriff's Office – Inmate Trust Accounting System, Commissary Services and Kiosks

- 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 contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - G. NOT REJECTING DBES AS BEING UNQUALIFIED WITHOUT SOUND REASONS BASED ON A THOROUGH INVESTIGATION OF THEIR CAPABILITIES. THE CONTRACTOR'S STANDING WITHIN ITS INDUSTRY, MEMBERSHIP IN SPECIFIC GROUPS, ORGANIZATIONS, OR ASSOCIATIONS AND POLITICAL OR SOCIAL AFFILIATIONS (FOR EXAMPLE UNION VS. NON-UNION EMPLOYEE STATUS) ARE NOT LEGITIMATE CAUSES FOR THE REJECTION OR NON-SOLICITATION OF BIDS IN THE CONTRACTOR'S EFFORTS TO MEET THE PROJECT GOAL.
 - H. MAKING EFFORTS TO ASSIST INTERESTED DBES IN OBTAINING LINES OF CREDIT OR INSURANCE AS REQUIRED BY THE RECIPIENT OR CONTRACTOR.
 - I. MAKING EFFORTS TO ASSIST INTERESTED DBES IN OBTAINING NECESSARY RESOURCES OR RELATED ASSISTANCE OR SERVICES.
 - J. EFFECTIVELY USING THE SERVICES OF AVAILABLE MINORITY/WOMEN COMMUNITY ORGANIZATIONS; MINORITY/WOMEN CONTRACTORS' GROUPS; LOCAL, STATE, AND FEDERAL MINORITY/WOMEN BUSINESS ASSISTANCE OFFICES; AND OTHER ORGANIZATIONS AS ALLOWED ON A CASE-BY-CASE BASIS TO PROVIDE ASSISTANCE IN THE RECRUITMENT AND PLACEMENT OF DBES.
- V. In determining whether a consultant/service provider has made good faith efforts, Milwaukee County may take into account the performance of other bidders/proposers in meeting the contract. For example, when the apparent successful consultant/service provider fails to meet the contract goal, but others meet it, Milwaukee County may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful consultant/service provider could have met the goal. If the apparent successful bidder/proposer fails to meet the goal, but meets or exceeds the average DBE participation obtained by other consultants/service providers, Milwaukee County may view this, in conjunction with other factors, as evidence of the apparent successful bidder/proposer having made good faith efforts.

Milwaukee County Sheriff's Office – Inmate Trust Accounting System, Commissary Services and Kiosks
COMMITMENT TO SUBCONTRACT WITH DBE FIRMS

PROJECT No.: _____ PROJECT TITLE: _____
 TOTAL CONTRACT AMOUNT (*) \$ _____ **DBE Goal:** _____ (*)

Subcontract Agreements with DBE firm(s) MUST be Submitted Within Ten (10) Days from Receipt of Notice to Proceed

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

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

Total \$ Amount of DBE _____ Total % _____

I certify that these identified services and costs were quoted by the DBE firm(s). If awarded this contract, our firm _____ (Phone No. _____) intends to enter into subcontract agreements with the DBE firm(s) listed for the services specified. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement or misrepresentation will result in appropriate sanctions under applicable Local, State or Federal laws.

 Signature of Authorized Representative Print/Type Name of Authorized Representative Date

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

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

[SEAL]

CBDP APPROVAL:

 Signature Date

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

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

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

CBDP APPROVAL:

 Signature Date

Milwaukee County Sheriff's Office – Inmate Trust Accounting System, Commissary Services and Kiosks
COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE
COMMITMENT TO SUBCONTRACT TO DBE FIRMS FORM
ADDITIONAL INSTRUCTIONS/REQUIREMENTS

INSTRUCTIONS:

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

ADDITIONAL INFORMATION/REQUIREMENTS:

1. **ALLOWANCES (Construction Related):** During the course of this project you will be using portions of the Allowance, which was initially deducted from your contract when you figured out your DBE requirement. As the allowance is used on the project, it is to be added back into the total contract price. An exception would be if the allowance being used is such that the DBE(s) cannot handle any portion of the work, the total contract amount will remain the same. In this case, it is necessary for the prime contractor to contact CBDP office immediately by phone and provide the dollar amount involved and the reasoning for DBEs not being utilized. In addition, a follow-up letter documenting the information is required.
2. **CHANGE ORDERS:** Any prime contractor receiving additional work on the contract in the form of change orders, etc., will be expected and required to increase the amount of DBE participation proportionally. Any time you receive additional work of any type, the prime contractor is required to contact the CBDP office immediately.
3. **WRITTEN CONTRACTS WITH DBEs:** In order to avoid problems at a later date, CBDP requires that prime contractors enter into a contract (please send a copy to CBDP) with the DBE subcontractor(s), spelling out specifically the work to be accomplished and for the dollar amount specified in this form. Also included in the contract will be the method of retainage, which is to be based on the same percentage that will be retained by the County from the prime contractor's contract. When the County reduces the amount of retainage, a like reduction should be retained from the payment to the DBE. ***By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract. VIOLATION OF THE TERMS OF THE AFFIDAVIT WILL BE GROUNDS FOR TERMINATION OF YOUR CONTRACT.***

4. **DBE UTILIZATION REPORTS:** A DBE Utilization Report must be submitted with each payment application for the previous period's activity, even if no activity took place during the period being reported. CBDP may request that payments be withheld to the prime contractor who is not in compliance.
5. **SUBSTITUTIONS, DBEs SUBCONTRACTING THE WORK, TRUCKING FIRMS:** The prime contractor must submit a written request for substitution, specifying the reason for the request. Approval must be obtained prior to making substitutions. Requirement to notify and obtain approval from the CBDP Office if DBE subcontractors will further subcontract out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the fee or commission will be counted for DBE crediting.
6. **PAYMENT APPLICATIONS:** DBE Utilization Reports (DBD-016PS form) must be submitted with each and every Payment Application including invoices. These reports must cover the period from the start of the project to the end of each period covered by payment applications being submitted, until the end of the contract when the last payment application is submitted. The department contract administrator will reject payment applications that are not in compliance with this section.

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

**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 sub consultants to date.
11. County Project Manager/Contact Person with whom your firm coordinates the progress of the project.
12. Telephone number of the above County representative.
13. The period and year for which payments are being reported.
14. The line next to Final Report is to be checked only when the final payments have been made to all DBE sub consultants.
15. The name(s) of DBE firm(s) having received payment in the preceding month or period.
16. Total dollar amount of the work subcontracted to the listed firm(s).
17. The work or service performed by the listed DBE firm(s).
18. The dollar amount of payments made to each DBE sub consultant for the period being reported.
19. The total dollar amount paid to each DBE sub consultant to date (cumulative). As an example--if the report covers the first payment to a DBE sub consultant, the amounts listed in the last two columns would be the same; however, if previous payments had been made in preceding periods the columns would differ: the column "Amount of Payments for the Period" would show only the payment for the period being reported and the next column would show the subtotal of payments (cumulative) to each DBE sub consultant to date.
20. Remaining balance of the subcontract to the listed DBE firm(s).
21. Prime consultant's staff that actually prepared the report.
22. Prime consultant's officer or personnel authorized to review and approve the DBE Utilization Report.
23. Please mail this form to : CBDP Office, 2711 W. Wells Street, Room 807, Milwaukee, WI 53208

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

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

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

“DBE” SUBCONSULTANT PAYMENT CERTIFICATION

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

County Department Issuing Contract/Project _____

Contract/Project Title _____

DBE Firm: _____

Project No. _____ **Project Name:** _____

***SECTION (A)** DBE COMPANY COMPLETES IF FINAL PAYMENT

| |
|------------|
| HAS |
|------------|

BEEN RECEIVED

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

Date _____, 20____

***SECTION (B) BOTH PRIME CONTRACTOR AND DBE COMPANY COMPLETE IF FULL**

**PAYMENT

| |
|----------------|
| HAS NOT |
|----------------|

 BEEN MADE TO DBE SUBCONTRACTORS
AND A
BALANCE REMAINS TO BE PAID.**

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

Date _____, 20____

(Prime Consultant/Contractor's Signature)

(Print Name & Title)

(DBE Sub consultant/Subcontractor Signature)
Title)

(Print Name &

Milwaukee County Sheriff's Office – Inmate Trust Accounting System, Commissary Services and Kiosks RFP