

REQUEST FOR PROPOSAL

For Fiscal and Operational Policy and Procedure Development and Documentation

Milwaukee County Official Notice #6515



**Milwaukee County, Wisconsin
Department of Child Support Enforcement
February 5, 2010**

**Proposals Due By 12:00 p.m. Central Standard Time
February 26, 2010**

**Please Label Proposals with Firm's Name and Address and "RFP #6515 - Fiscal
and Operational Policy and Procedure Development and Documentation"**

Milwaukee County Department of Child Support Enforcement
Request for Proposal for Fiscal and Operational Policy and Procedure
Development and Documentation

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Milwaukee County Department of Child Support Enforcement

Request for Proposal for Departmental Fiscal and Operational Policy and Procedure Development and Documentation

February 5, 2010

1. Advertisement

The Milwaukee County Department of Child Support Enforcement (“Department”) is seeking proposals from qualified firms (“Respondent”) to review, develop and document the Department’s fiscal and operational policies and procedures.

Pursuant to a state/county contract, the Department operates the State of Wisconsin's child support program for Milwaukee County (“County”). The Department locates absent parents, establishes paternity, and establishes and enforces child support orders. The Department manages over 138,000 IV-D cases for Milwaukee County. Support disbursed for Milwaukee County cases averages over \$13,500,000.00 per month (2004 figures).

The Department has five divisions: Establishment, Enforcement, Financial, Legal and Operations. Establishment is responsible for establishing paternity, obtaining support orders, and maintaining the Customer Service unit of the Department. The Enforcement Division handles income withholding, contempt actions, modification reviews, interstate enforcement and tax refund interception. The Financial Division focuses on court order entry and the proper disbursement of support payments. The Legal Division represents the Department in family court hearings. Operations is responsible for maintaining the infrastructure of the Department including human resources, computers, supplies and budget.

Annual expenditures are approximately \$20 million and are paid through federal and state revenue sources, and approximately \$1 million of tax levy. In addition to the Operations Division, the Department relies on support from the Department of Administrative Services on issues relating to accounting, payroll, audit, procurement, human resources and other fiscal matters. Other County departments also assist in limited capacities (e.g. County Treasurer, Community Business Development Partners, etc.).

2. Proposal Submission

Five (5) original copies of the proposal shall be submitted no later than 12:00 p.m. Central Standard Time, February 26, 2010 in the Milwaukee County Clerk’s Office. The

proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Respondent. The payment schedule and any compensation-related materials should be included with each proposal in a separate, sealed envelope.

All submissions must be marked "RFP #6515 - Fiscal and Operational Policy and Procedure Development and Documentation" and mailed or delivered to:

Department of Child Support Enforcement
c/o Milwaukee County Clerk's Office
901 North 9th Street, Room 105
Milwaukee, WI 53233
Attn: C.J. Pahl

Proposals submitted by facsimile or received after 12:00 p.m. Central Standard Time, February 26, 2010 will not be considered.

A copy of the proposal shall also be sent via email in either PDF or Microsoft Word format to cynthia.pahl@milwcnty.com or on CD with the original proposal.

The County is not liable for any cost incurred by a Respondent in replying to this RFP.

The County reserves the right to accept or reject any or all project responses received as a result of this request for proposal, to issue a contract to any qualified Respondent or to cancel this project or future projects in whole or in part.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A Respondent 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 Respondent. If a previously submitted proposal is withdrawn before the proposal due date and time, the Respondent may submit another proposal at any time up to the proposal closing date and time.

The County reserves the right to amend or withdraw this request for proposal at any time without notice or penalty. If it becomes necessary to revise any part of this RFP prior to the due date for proposal submissions, addenda will be posted to the County website at: <http://www.county.milwaukee.gov/bop>. If such addenda issuance is necessary, the County reserves the right to extend the due date and time of proposal submissions.

3. Proposal Evaluation

Accepted proposals will be reviewed by a panel and evaluated based on relative experience, quality of proposal, timelines established by the Respondent and cost. The

evaluation panel will be the sole determiner of the Respondent awarded the contract. A Respondent may not contact any member of an evaluation panel except at the County's direction. A Respondent's unauthorized contact of a panel member shall be grounds for immediate disqualification of the Respondent's proposal. The County reserves the right to make a final selection based solely upon evaluation of the written proposals should it find it to be in its best interest to do so. The evaluation panel may ask for oral presentations to supplement written proposals, if it will assist the evaluation procedure. The County reserves the right to contact any or all Respondents to request additional information for purposes of clarification of proposal submissions.

4. Scope of Services

The Department is seeking a qualified consultant to 1) review current departmental policies and procedures to determine compliance with the County's administrative rules and other state and federal published guidelines as appropriate 2) recommend policies and procedures that can be implemented based on all aspects of the operations of the Department and the County 3) recommend and possibly assist with implementation of potential software tools as a repository for documentation of internal control procedures 4) develop formal policies and procedures as necessary and 5) provide all policies and procedures in the form of an administrative policy and procedure manual for the Department.

Such policies and procedures would include, but not be limited to:

- Accounting Software
- Accounts Receivable/Accounts Payable
- Allowable Costs/Pass-through Costs
- Audit
- Automobile Policy
- Annual Budget Policy
- Capitalization Guidelines
- Credit Card Use
- Document Retention Policy
- Employee Payroll
- External Financial Reporting
- Fixed Assets and Depreciation
- Grants and Contract Management
- Human Resource Procedures
- Independent Contractors and Consultants
- Internal Controls
- Internal Financial Reporting
- Performance Measures/Tools
- Petty Cash Policy

- Procurement
- Public Records Policy
- Revenue Forecasting
- Revenue Recognition
- Technology Policy
- Travel and Business Expense Policy

The Respondent will have access to the County's Administrative Procedures Manual, and individuals throughout the County who can provide information on the various policies and procedures currently established within the County that pertain to the daily operations of the Department. The Department will also provide various correspondences relating to child support operations upon request. The Respondent should be able to access and interpret various resources that exist on the Internet to assist in the development and documentation including the Milwaukee County Code of Ordinances, United States Code, Code of Federal Regulations, Wisconsin Statutes and Wisconsin Administrative Code.

The manual should be constructed with step-by-step instructions and applicable forms. A draft manual should be made available to the Department for review and comment. Respondent will be available to attend at least two meetings with Department and County administrators to answer questions concerning the manual. Final updates to the manual shall be made from comments gathered during the review process. The final manual should be provided in Microsoft Word format, PDF format and reproducible hard copy.

Because of constraints on the Department's funding, this project must be completed and billed to the Department by September 15, 2010.

5. Proposal Requirements

The proposal shall include, at a minimum:

- a. Executive summary, no longer than one page, that includes a brief explanation of the Respondent's interest, qualifications and understanding of the project requirements;
- b. Background and qualifications of the proposing firm, including:
 - i. Name, address, telephone and email address of the Respondent's point of contact for a contract resulting from this request for proposal.
 - ii. Agency background and history and why the Respondent is qualified to provide the services described in this request for proposal.
 - iii. Approach and methodology that is to be used to perform the services required. Include a description of the specific steps to be taken to deliver the services requested including all tasks and subtasks that will be performed.

- iv. Compensation. The Respondent shall submit a project timeline, payment schedule and total cost for completion for the project described in the request for proposal. The compensation information requested in this subsection shall be included with each proposal in a separate, sealed envelope. **(Note: Because of constraints on the Department's funding, this project must be completed and billed to the Department no later than September 15, 2010.)**
- v. References. Respondent shall submit a minimum of three references from similar projects performed for any local public agency within the last five years. Respondent is asked to include the client name, contact information and brief project description.

The following listed forms must be completed and submitted with the proposal in accordance with the instructions given in Section 2. *(These forms and further instructions are attached in Attachment B.)*

1. Year 2010 Conflicts of Interest and Prohibited Practices Form
2. Year 2010 Equal Employment Opportunity Certificate for Milwaukee County Contracts
3. Year 2010 Equal Opportunity Policy
4. Certification Regarding Debarment and Suspension
5. Additional Disclosures
6. Insurance Requirements
7. Disadvantage Business Enterprise (DBE) Utilization Specifications
8. Designation of Confidential and Proprietary Information

6. Disadvantaged Business Enterprise (DBE) Utilization

The successful Respondent shall comply with Chapter 42 of the Milwaukee County General Ordinances – Disadvantaged, Minority And Women Business Enterprise Participation In County Procurement, Professional Services, Time And Material, And Public Works Contracts – which has a goal of 17 percent participation of certified DBE firms on all professional service contracts. In accordance with this provision, the successful Respondent shall ensure that DBEs have the maximum opportunity to participate in this contract. Respondents must state in their response how they will meet the goal including identifying the DBE firm(s) by name, the scope of work/services to be provided, the dollar amounts of such work, and the percentage of the DBE goal to be met, or make good faith efforts to meet the goal established for this contract. Failure to carry out the requirements of this provision shall constitute a breach of contract and may result in termination of this contract by Milwaukee County or other such remedy, as the County deems appropriate. The successful Respondent shall maintain records and document its performance using specific DBE forms provided. The Disadvantaged Business Enterprise (DBE) Utilization Specifications and all other specific DBE forms to be used are included in this RFP under Attachment B.

For a list of certified DBEs, contact the Office of Community Business Development Partners (CBDP) at 414-278-4747. If you need additional assistance in the identification of DBEs or understanding Milwaukee County General Ordinance, Chapter 42, contact the CBDP office at 414-278-5248.

7. Contract Terms

The contract shall be between the County of Milwaukee, known as the "County" and the successful bidder known as the "Contractor."

The County reserves the right to incorporate standard County contract provisions into any contract negotiated with any proposal submitted responding to this RFP. Failure of the successful Respondent to accept these obligations in a contractual agreement may result in cancellation of the award. (*See Attachment A for Standard Professional Services Agreement.*)

The contract shall be effective on the date indicated on the signed professional services agreement and shall run until project completion or September 30, 2010, whichever occurs first.

The County may terminate the contract at any time at its sole discretion by delivering 30 days written notice to the Contractor. Upon termination, the County's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the County. In the event the Contractor terminates the contract, such termination will require written notice to that effect to be delivered by the contractor to the County not less than ninety (90) days prior to said termination.

Continuance of the contract beyond the limits of funds available shall be contingent upon appropriations of the necessary funds and the termination of this contract by lack of appropriations shall be without penalty.

ATTACHMENT A

Sample Professional Services Contract

STANDARD PROFESSIONAL SERVICES AGREEMENT

This Contract between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called "County"), represented by (name, title and organization unit) and _____ (hereinafter called "Contractor") is entered into on _____, 20__.

1. SCOPE OF SERVICES

(Format A to be used when a proposal and/or request for proposal specifies the tasks to be performed.)

Contractor shall specifically perform all of the tasks and achieve the objectives set forth in its proposal, dated __, 20__, which is attached hereto as Exhibit__ and incorporated herein by reference, and the County Request for Proposal, dated_____, 20__, which is attached hereto as Exhibit ___ and also incorporated herein by reference. If there is a variance between the Contractor's proposal and the County's request for proposal, the latter shall be controlling, unless otherwise provided for in writing.

(Format B to be used when Contract will specify tasks to be performed.)

Contractor shall specifically perform all of the tasks set forth in Project Scope, attached hereto as Exhibit ____.

2. STAFFING

(Particularly important when the services of specific employees are essential to perform the tasks being contracted for.)

Contractor's employees listed below are to be assigned to the project and work the approximate hours listed below:

	<u>Name</u>	<u>Position</u>	<u>Est. Hours</u>	<u>Billing Rate</u>
1.				
2.				
3.				
4.				

Contractor shall not replace [List name(s) and position(s)] without the prior approval of the County. If the successor to said [List name(s) and position(s)] cannot be mutually agreed upon, the County shall have the right to terminate this Contract upon thirty (30) days' notice. Any replacement of other listed personnel shall be by persons of equal qualifications, which shall be attested to by Contractor. The [List name(s) and position(s)] shall be required to give this contractual obligation top priority.

Contractor shall provide, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of, or have any other contractual relationship with, the County. (If clerical support is to be provided by County, indicate from what source and estimated number of person hours, if possible, as well as restriction of time of day, if any).

3. OFFICE SPACE AND OTHER SUPPORT TO BE PROVIDED BY COUNTY (optional)

County hereby agrees to make available, without charge to Contractor, office space and (list other items such as office furniture, office equipment and photocopying) needed by Contractor for the performance of its services agreed to within this Contract.

4. DATES OF PERFORMANCE

Contractor shall begin work within _____ days after execution of this Contract, which work shall be completed on or before _____, 20 ____.

5. COMPENSATION

Contractor shall be compensated for work performed on an hourly basis at the billing rates listed in section 2 of this Contract. Any out-of-pocket expenses shall not exceed \$_____. The total compensation to Contractor for services performed under the Contract shall not exceed \$_____ unless agreed to by County in writing. State Prompt Pay Law, Section 66.285, does not apply to this Contract. As a matter of practice, the County attempts to pay all invoices in 30 days. If no disputes arise, and the invoice has not been paid 60 days after it was received by the County, the contractor may file a claim for ____% (annual rate) on amounts not paid after the 60th day. ____percent (%) of each billing will be retained by County, and paid upon Contractor's satisfactory completion of all terms of the Contract.

6. BILLING

Contractor shall provide County with monthly billings, which shall include, but not be limited to, the following:

- A. Name of employee
- B. Dates and hours worked
- C. General task performed
- D. Detail of out-of-pocket expenses, indicating their purpose such as telephone, travel, hotel, graphic reproduction, postage, etc., for these expenditures provided for in the Contract.

7. REPORTS (Optional)

Contractor shall provide written progress reports to County on a (weekly, biweekly, monthly, quarterly basis). At the completion of the Contract, Contractor shall provide (number) copies of the final report. This Contract provides for Contractor to make (number) oral presentations concerning the final report at times selected by County.

8. OWNERSHIP OF DATA

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

No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

9. AUDIT AND INSPECTION OF RECORDS

Contractor shall permit the authorized representatives of County, after reasonable notice, to inspect and audit all data and records of Contractor related to carrying out this Contract for a period up to three years after completion of the Contract. The prime consultant must obtain prior written Milwaukee County approval for all subconsultants and/or associates to be used in performing its contractual obligations. There must be a written contractual agreement between the prime consultant and its County approved subconsultant and/or associates which binds the subconsultant to the same audit contract terms and conditions as the prime consultant.

10. AFFIRMATIVE ACTION

The contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered suborganizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as recreated by 14 CFR Part 152, Subpart E, to the same effect.

11. DISADVANTAGED BUSINESS ENTERPRISE

Each prime consultant/service provider shall utilize DBE firms to a minimum of 17% of the total contract. DBE participation requirement relative to contract award shall be based upon the approved Milwaukee County DBE Utilization Plan (DBD-014PS form). Consultants/service providers receiving additional work on the contract in the form of change orders, addendum, etc. shall be expected to increase DBE participation proportionally.

In keeping with County Ordinance intent, consultant/service providers should use good faith efforts to achieve the amount of DBE participation in this proposal. A 17 percent goal has been established for applicable sections of this contract as described. Consultant/Service Providers should include and will be evaluated on their philosophy and approach to including DBE participation as a part of the scope of services, as well as, the level and nature of DBE involvement.

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

In the performance of work under this Contract, Contractor 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. Contractor 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.

Contractor agrees to strive to implement the principles of equal employment opportunity through an effective Affirmative Action program, and has so indicated on the certificate attached hereto as Exhibit A and made a part of this Contract. The program shall have as its objective to increase the utilization of women, minorities and persons with disabilities, and other protected groups, at all levels of employment, in all divisions of Contractor's work force, where these groups may have been previously under-utilized and under-represented. Contractor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of this section are committed during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract, but, in either event, Contractor shall be ineligible to bid on any future

contracts let by County.

13. INDEMNITY

The Consultant agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the COUNTY, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Consultant, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.

14. INSURANCE

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. Contractor may effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, Employers Liability and General, Contractual, Professional and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.

Evidence of Worker's Compensation and General and Automobile Liability insurance shall be given the County by a certificate naming the County as an additional insured on general and automobile coverages and affording a thirty (30) day written notice of cancellation, non-renewal, or known material change for the duration of this Contract.

The Consultant shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as required and approved by the County Director of Risk Management and Insurance. Acceptable proof of such coverages shall be furnished to the Director of Risk Management and Insurance prior to services commenced under this agreement.

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

Type of Coverage	Minimum Limits
Wisconsin Workers' Compensation	Statutory and/or \$500,000
Employer's Liability	\$500,000/\$500,000/\$500,000
Commercial Or Comprehensive General Liability	
General Aggregate	\$1,000,000 Per Occurrence
Bodily Injury & Property Damage	\$1,000,000 Aggregate
Personal Injury	\$1,000,000 Per Person
Contractual Liability	\$1,000,000 Per Occurrence
Fire Legal Liability	\$50,000 Per Occurrence
Professional Liability	
Errors & Omissions	\$1,000,000 Per Occurrence
Refer to paragraph A2 below for additional conditions	
Automobile Liability	
Bodily Injury & Property	\$1,00,000 Per Accident

Damage
All Autos-Owned, non-owned
and/or hired
Uninsured Motorists

\$1,000,000 Per Accident

A.1. Compliance with Governmental Requirements

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

A.2. Professional Liability - Additional Provisions

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

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

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

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

Deviations and waivers may be requested in writing based on market conditions to the County Director of Risk Management and Insurance. Approval shall be given in writing of any acceptable deviation or waiver to the Consultant prior to the Consultant effecting any change in conditions as contained in this section. Waivers

shall not be unduly withheld nor denied without consultation with the Consultant.

It is understood and agreed that the Consultant will obtain information on the professional liability coverages of all sub-consultants and/or sub-contractors in the same form as specified above for review of the Owner.

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

For Medical-Dental, Clinical, HMO, etc., please contact the Director of Risk Management for insurance requirements.

15. TERMINATION BY CONTRACTOR

Contractor may, at its option, terminate this Contract upon the failure of the County to pay any amount which may become due hereunder for a period of forty-five (45) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

16. TERMINATION BY COUNTY FOR VIOLATIONS BY CONTRACTOR

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, County shall thereupon have the right to terminate it by giving thirty (30) days' written notice of termination of contract, specifying the alleged violations and effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

17. UNRESTRICTED RIGHT OF TERMINATION BY COUNTY

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

18. INDEPENDENT CONTRACTOR

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

19. SUBCONTRACTS

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

20. ASSIGNMENT LIMITATION

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

21. PROHIBITED PRACTICES

- A. Contractor, during the period of this Agreement, shall not hire, retain or utilize for compensation any member, officer, or employee of County, or any person who, to the knowledge of Contractor, has a conflict of interest.
- B. Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer, or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

22. NOTICES

Notices to County provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to (name and address) , and notices to Contractor shall be sufficient if sent by Certified or Registered mail, postage prepaid, to (name and address), or to such other respective addresses as the parties may designate to each other in writing from time to time.

23. MISCELLANEOUS

This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal laws, rules, regulations and orders.

24. AUTHORIZATION.

The County has executed this Contract pursuant to action taken by its Board of Supervisors on _____, Resolution File No. _____ .

ATTACHMENT B

Required Forms

1. Year 2010 Conflicts of Interest and Prohibited Practices Form
2. Year 2010 Equal Employment Opportunity Certificate for Milwaukee County Contracts
3. Year 2010 Equal Opportunity Policy
4. Certification Regarding Debarment and Suspension
5. Additional Disclosures
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8. Designation of Confidential and Proprietary Information

YEAR 2010 CONFLICTS OF INTEREST AND PROHIBITED PRACTICES

Interest in Contract

No officer, employee or agent of the County who exercises any functions or responsibilities with carrying out any services or requirements to which this contract pertains has any personal interest, direct or indirect, in this contract.

Interest of Other Public Officials

No member of the governing body of a locality, County or State and no other public official of such locality, County or State who exercises any functions or responsibilities in the review or approval of the carrying out of this contract has any personal interest, direct or indirect, in this contract.

Contractor covenants s/he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this contract. Any conflict of interest on the part of the Contractor will be disclosed to the County. In the event Contractor has a conflict of interest that does not permit Contractor to perform the services under the contract with respect to any client or recipient, Contractor will notify the County and will provide the County with all records and reports relating to same.

Prohibited Practices

Contractor attests that it is familiar with Milwaukee County's Code of Ethics, Chapter 9 of Milwaukee County Code of General Ordinances, which states in part, "No person may offer to give any County officer or employee or his immediate family, or 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 action, or judgment would be influenced thereby."

Said chapter further states, "No person(s) with a person financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any candidate for an elected County office that has final authority during its consideration. Contract considerations shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached its final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval."

Where Agency intends to meet its obligations under this or any part of this Request For Proposal through a subcontract with another entity, Agency shall first obtain the written permission of County; and further, Agency shall ensure it requires of its subcontractors the same obligations incurred by Agency under this Request For Proposal.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Agency: _____

YEAR 2010 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS

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

Non-Discrimination

VENDOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age or handicap which includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

VENDOR will post in conspicuous places, available to its employees, notices to be provided by the County setting forth the provision of the non-discriminatory clause.

A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.

Affirmative Action Program

VENDOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and handicapped persons and other protected groups, at all levels of employment in all divisions of the vendor's work force, where these groups may have been previously under-utilized and under-represented.

VENDOR also agrees that in the event of any dispute as to compliance with the aforesated requirements, it shall be his responsibility to show that he has met all such requirements.

Non-Segregated Facilities

VENDOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

Subcontractors

VENDOR certifies that it has obtained or will obtain certifications regarding non-discrimination, affirmative action program and nonsegregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to the award of any subcontracts, and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, VENDOR certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.

Affirmative Action Plan

VENDOR certifies that, if it has 50 or more employees, it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4292].

VENDOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with any of the following: The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4292].

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

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

Employees

VENDOR certifies that it has (No. of Employees) _____ employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and (No. of Employees) _____ employees in total.

Compliance

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

Executed this ___ day of _____, 20___ by: Firm Name _____

By _____ Address

(Signature)

Title _____ City/State/Zip _____

YEAR 2010 EQUAL OPPORTUNITY POLICY

_____ is in compliance with the equal opportunity policy and standards of the Wisconsin Department of Health and Family Services and all applicable Federal and State rules and regulations regarding nondiscrimination in employment and service delivery.

EMPLOYMENT - AFFIRMATIVE ACTION & CIVIL RIGHTS

It is the official policy of _____ that no otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner on the basis of age, race, religion, color, sex, national origin or ancestry, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, military/veteran status or military participation. We pledge that we shall comply with Affirmative Action and Civil Rights standards to ensure that applicants are employed and that employees are treated during their employment without regard to the above named characteristics. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

_____ has a written Affirmative Action Plan which includes a process by which discrimination complaints may be heard and resolved.

SERVICE DELIVERY - CIVIL RIGHTS

It is the official policy of _____ that no otherwise qualified applicant for services or service recipient shall be excluded from participation, be denied benefits or otherwise be subjected to discrimination in any manner on the basis of age, race, religion, color, sex, national origin or ancestry, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, military/veteran status or military participation. We pledge that we shall comply with civil rights laws to ensure equal opportunity for access to service delivery and treatment without regard to the above named characteristics. _____ has a written Civil Rights Action Plan which includes a process by which discrimination complaints may be heard and resolved.

All officials and employees of _____ are informed of this statement of policy. Decisions regarding employment and service delivery shall be made to further the principles of affirmative action and civil rights.

To ensure compliance with all applicable Federal and State rules and regulations regarding Equal Opportunity and nondiscrimination in employment and service delivery, _____ has been designated as our Equal Opportunity Coordinator. Any perceived discrimination issues regarding employment or service delivery shall be discussed with Ms./Mr. _____. Ms./Mr. _____ may be reached during week days at _____.

A copy of the Affirmative Action Plan and/or the Civil Rights Action Plan including the process by which discrimination complaints may be heard and resolved is available upon request.

(Director or Chief Officer)

(Title)

(Date)

This Policy Statement shall be posted in a conspicuous location.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

DEBARMENT AND SUSPENSION

The applicant certifies to the best of its knowledge and belief, that its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Authorized Signature: _____

Date: _____

Printed Name: _____ Title: _____

Agency: _____

ADDITIONAL DISCLOSURES

1. Has your company or any representative, owner, partner or officer ever failed to perform work awarded or had a contract terminated for failure to perform or for providing unsatisfactory service?

Yes No If yes, on a separate page please provide a detailed explanation.

2. Within the past five (5) years, has your organization or any representative, owner, partner or officer (collectively "your company") ever been a party to any court or administrative proceedings or disciplinary action, where the violation of any local, state or federal statute, ordinance, rules, regulation, or serious violation of company work rules by your Company was alleged?

Yes No If yes, on a separate page, please provide a detailed explanation outlining the following:

- Date of citation or violation
- Description of violation
- Parties involved
- Current status of citation

3. Have you, any principals, owners, partners, shareholders, directors, members or officers of your business entity ever been convicted of, or pleaded guilty, or no contest to, a felony, serious or gross misdemeanor, or any crime or municipal violation, involving dishonesty, assault, sexual misconduct or abuse, or abuse of controlled substances or alcohol, or are charges pending against you or any of the above persons for any such crimes by information, indictment or otherwise?

Yes No If yes, on a separate page, please provide a detailed explanation.

4. The Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

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 bidder/Proposer or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer 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 Proposer or to any competitor; and

No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Agency: _____

CONSULTANTS INDEMNIFICATION AND PROFESSIONAL LIABILITY INSURANCE

INDEMNITY

The Consultant agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, discrimination and civil rights actions, caused by any wrongful, intentional, or negligent act or omission of the Consultant, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.

Any purchase of software, hardware or related services, or any mechanical equipment, vehicles, automobile, or any item containing embedded computer chips must be year 2000 compliant. For purchases, this should be worded in the purchase order. For contracts, we recommend the following language be added as a third paragraph under the indemnification section similar to the following. Acceptable proof of such coverages shall be furnished to the Risk Manager prior to services commenced under this agreement.

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

INSURANCE

The Consultant shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as required and approved by the County Risk Manager. Acceptable proof of such coverages shall be furnished to the Risk Manager prior to services commenced under this agreement.

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

Type of Coverage	Minimum Limits
Wisconsin Workers' Compensation	Statutory
Employer's Liability	\$100,000/\$500,000/\$100,000
Commercial or Comprehensive General Liability	
General Aggregate	\$1,000,000 Per Occurrence
Bodily Injury & Property Damage	\$1,000,000 Aggregate
Personal Injury	\$1,000,000 Per Person
Contractual Liability	\$1,000,000 Per Occurrence
Fire Legal Liability	\$50,000 Per Occurrence
Professional Liability	Minimum Limits
Errors & Omissions	\$1,000,000 Per Occurrence
Refer to paragraph A2 for additional conditions	
Indicate if claims made or occurrence policy	
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned and/or hired	
Uninsured Motorists	Per Wisconsin requirements

Except for Environmental Impairment Insurance, Professional Liability (Errors and Omissions), Workers Compensation and Employers Liability, the OWNER shall be named as an additional insured in the general liability policy as their interests may appear as respects the services provided in this agreement. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to the OWNER.

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this agreement.

A.1. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS

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

A.2. PROFESSIONAL LIABILITY – ADDITIONAL PROVISIONS

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

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

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

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

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

It is understood and agreed that the Consultant will obtain information on the professional liability coverages of all sub-consultants and/or sub-contractors in the same form as specified above for review of the Owner.

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) 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 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. Show evidence that it has met the DBE participation by submitting a complete Commitment to Subcontract to DBE Firms (**DBD-014 form**) with their proposal; 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 which 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).
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 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 the State of Wisconsin UCP 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, a complete Certificate of Good Faith Efforts (**DBD-001 form**) and all relevant documentation.
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, may result in delay of payments, or other sanctions deemed appropriate by the County, including those listed under Section (8), below.
8. When evaluating the performance of this contract after contract execution, Milwaukee County reserves the right to conduct compliance reviews and request, both from the prime contractor/service provider and DBE sub-consultant(s), documentation that would indicate level of compliance. If the contractor/service provider is not in compliance with the specifications, the County will notify the contractor/service provider in writing of the corrective action that will bring the contractor/service provider into compliance. If the contractor/service provider fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:
 - a. Terminate or cancel the contract, in whole or in part.
 - b. Remove the contractor/service provider from the list of qualified consultant/service providers and refuse to accept future proposals for a period not to exceed three (3) years.
 - c. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the DBE goal, where the failure to meet the goal is the result of a finding by the CBDP Office of consultant/service provider's bad faith.
 - d. If the contractor/service provider has completed its contract, and the goal was not met due to an absence of good faith on the part of the contractor/service provider as determined under 49 CFR Part 26, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE goal. The County may in such case retain any unpaid contract amounts and retainage otherwise due the contractor/service provider, up to the amount of the unmet goal. If insufficient funds remain in the contract account to compensate the County up to that amount, Milwaukee County may bring suit to recover damages up to the amount of unmet goal, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.

9. **DBE Participation Goal:** Each prime consultant/service provider shall utilize DBE firms to a minimum of the specified DBE contract goal. DBE participation requirement relative to contract award shall be based upon the approved Milwaukee County Commitment to Subcontract to DBE Firms (DBD-014 form). Contractor/service providers receiving additional work on the contract in the form of addendum, etc. shall be expected to increase DBE participation proportionally.
10. Contractor/service providers should note that for the purpose of proposal evaluation, only DBEs that have been certified by the State of Wisconsin UCP prior to the proposal due date may be listed on the “Commitment to Subcontract with DBE Firms” form and counted towards the DBE requirements. If you need assistance related to certified DBE firms, contact the CBDP Office at (414) 278-4747.
11. Prime contractor/service provider shall be credited one hundred percent (100%) of expenditures to DBE firms toward the requirements, 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.

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

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

Total \$ Amount of DBE _____ Total % _____

I certify that the 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]

* Exclude all allowances
** These may include any firms certified as DBEs by the State of Wisconsin UCP prior to the bid due date.

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

CBDP APPROVAL:

Signature Date

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

INSTRUCTIONS:

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:** CBDP requires that prime contractors enter into a contract (please send a copy to CBDP) with the DBE subcontractor(s), outlining the type of work to be performed and 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:** The prime contractor must submit a written request for the substitution of a DBE firm specifying the reason for the request. Approval must be obtained prior to making a substitution.
6. **TRUCKING FIRMS:** DBE trucking firms will be given credit for trucks leased from other DBE firms. If the DBE leases trucks from non-DBE firms, only the fee or commission will be counted for DBE crediting.
7. **PAYMENT APPLICATIONS:** DBE Utilization Reports (DBD-016PS form) must be submitted with each and every Payment Application including invoices. These reports must cover the period from the start of the project to the end of each period covered by payment applications being submitted, until the end of the contract when the last payment application is submitted. The department contract administrator will reject payment applications that are not in compliance with this section.

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



FIRM _____ Project No. _____

SUBCONTRACTOR/SUPPLIER INFORMATION SHEET

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

<input checked="" type="checkbox"/> *	Name	DBE Yes/No	Address	Date Firm Established	Annual Gross Receipts (**)	Work or Service to be Performed

(*) Check if this sub-consultant's quote has been used in your proposal.

(**) Annual Gross Receipts: A: Less than \$250,000 B: \$250,000 to \$500,000 C: \$500,000 to 1 million
D: \$1 million to \$5 million E: \$5 million to \$15 million F: More than \$15 million

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



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

CERTIFICATE OF GOOD FAITH EFFORTS

The intent of this certification is to document the good faith efforts implemented by the bidder/respondent in soliciting and utilizing DBE firms to meet DBE participation requirements. This certificate will assist Milwaukee County in determining whether the bidder/respondent 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 a bidder/respondent on the following Milwaukee County Project:

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

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

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

A. Identifying Subcontract Work Items

Bidder/respondent 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, bidder/respondent will consider, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.

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

B. Notifying DBE Firms of Contracting Opportunities

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

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

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

Published Announcement/Publication (please describe)	Date

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

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

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

Yes _____ No _____

Contact was made by: telephone _____ written correspondence _____

Date contacted: _____ Person Contacted: _____

C. Providing DBEs With Assistance

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

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

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

D. Soliciting Proposal/Quotes From Interested DBE Firms

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

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

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

10. Other comments you want Milwaukee County to consider:

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

AFFIDAVIT

STATE OF WISCONSIN)

) ss

COUNTY OF _____)

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

Signed: _____
Authorized Representative

Subscribed and sworn to before me:

This _____ day of _____, 20 _____.

Notary Public

My commission expires _____, 20 _____.

GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When Milwaukee County establishes a DBE contract goal 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 following is a list of types of actions, which Milwaukee County will 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 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 the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - D. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate,

- breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- E. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - F. Negotiating in good faith with interested DBEs.
 - (1) It is the consultant/service provider's responsibility to make a portion of the work available to DBE subcontractors and to select those portions of the work consistent with the available DBE subcontractors, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - (2) A consultant/service provider using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder/proposer's failure to meet the contract DBE goal, as long as reasonable. Also, the ability or desire of a consultant/service provider to do the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts. Prime consultants/service providers are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - G. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
 - H. Making efforts to assist interested DBEs in obtaining lines of credit or insurance as required by the recipient or contractor.
 - I. Making efforts to assist interested DBEs in obtaining necessary resources or related assistance or services.
 - J. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

In determining whether a consultant/service provider has made good faith efforts, Milwaukee County may take into account the performance of other bidders/proposers in meeting the contract. For example, when the apparent successful consultant/service provider fails to meet the contract goal, but others meet it, Milwaukee County may reasonably raise the question of whether, with

additional reasonable efforts, the apparent successful consultant/service provider could have met the goal. If the apparent successful bidder/proposer fails to meet the goal, but meets or exceeds the average DBE participation obtained by other consultants/service providers, Milwaukee County may view this, in conjunction with other factors, as evidence of the apparent successful bidder/proposer having made good faith efforts.

SUBMIT WITH ALL YOUR
PAYMENT APPLICATIONS

**DISADVANTAGED BUSINESS ENTERPRISE
"DBE" UTILIZATION REPORT***

NAME OF FIRM _____ TELEPHONE NO. () _____

ADDRESS _____ CITY _____ STATE _____ (ZIP CODE) _____

PROJECT TITLE _____ PROJECT # _____

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

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

COUNTY PROJECT/CONTACT PERSON _____ TELEPHONE NO. _____

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

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

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

Report Prepared by: _____ Approved by: _____

(Name & Title)

**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.

DBD-016

Form Rev. 07/10/09

DIRECTIONS FOR COMPLETING THE "DBE" UTILIZATION REPORT

This report must be submitted with each payment application.

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

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

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

**MILWAUKEE COUNTY
COMMUNITY BUSINESS DEVELOPMENT PARTNERS OFFICE
DBE SUBCONSULTANT PAYMENT CERTIFICATION**

“DBE” SUBCONSULTANT PAYMENT CERTIFICATION

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

County Department Issuing Contract/Project _____

Contract/Project Title _____

DBE Firm: _____

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

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

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

Date _____, 200____

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

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

Date _____, 200____

(Prime Consultant/Contractor's Signature)

(Print Name & Title)

(DBE Subconsultant/Subcontractor Signature)

(Print Name & Title)

Instruction for locating State of Wisconsin Certified DBEs

DBE Vendor Listing:

1. Go to www.county.milwaukee.gov
2. In the search box, type “certified vendor list”
3. Choose certified vendor list link
4. Select the WisDot certification program directory of certified DBEs
5. You will be directed to the WisDOT UCP directory of State wide DBEs

If you have any questions regarding the directory, please contact the CBDP office at (414) 278-4747

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to the 2010 Request for Proposal includes proprietary and confidential information, which qualifies as a trade secret, s provided in s. 19.36(5), Wis. Stats. Or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are open, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c). Wis. Stats. As follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COULSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHOLD THE MATERIALS.

Failure to include this form in the Request for Proposal may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold Milwaukee County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name _____

Authorized Representative _____

Signature

Authorized Representative _____

Type or Print

Date _____