

MILWAUKEE COUNTY ETHICS BOARD



REQUEST FOR PROPOSAL

Ethics Training and Education Program

July 15, 2009

1.0 INTRODUCTION AND OVERVIEW

1.1 Purpose of the Request for Proposal

The Milwaukee County Ethics Board invites qualified individuals or organizations to submit proposals to partner with the Board to provide an Education and Training Program for county public officials and employees to promote a better understanding of the ethics code and its applications in order to help avoid conflicts between their personal interests and their public responsibilities and to promote a general atmosphere of integrity and honesty in county government while instilling public confidence.

The potential contractor must be an individual or firm with the requisite experience and resources to partner with the Ethics Board to accomplish its training and education objectives (See *Section 1.2*).

1.2 Goals and Objectives of the Proposal

The Milwaukee County Ethics Board's mission is to promote the public's trust and confidence in government and assure the general public of Milwaukee County government's integrity. Its primary duties are to administer and enforce the provisions of Chapter 9 of the County's Governing Ordinances by issuing confidential advisory opinions, by investigating complaints of violations of the ethics code, and by requiring the filing of annual Statements of Economic Interests and maintaining those records for public inspection.

Historically, the Ethics Board has, historically has had limited staff and resources for any form of education and training in the area of ethics. The current staffing consists of .25FTE of an Executive Director and .25FTE of an Administrative Assistant and a part-time Administrative Intern with a 2009 budget of \$58,672. The County has approximately 5,448 county employees who are all subject to the ethics code and the code is of particular concern to department administrators who negotiate contracts and handle county funds as well as to the County Executive, the County Board of Supervisors and other county elected officials. It is the intent of the Ethics Board, by the issuance of this request-for-proposal, to develop and implement a robust education and training program for these target groups.

The education program should be multi-faceted in terms of materials and media and target audience. Key goals and objectives of this request-for proposal are as follows:

- Develop an introductory program/ package to the ethics code for all new employees including the development of any policy statements, brochures (*"Integrity Matters"*), orientation materials, and manuals which may be needed to assure informed compliance with the ethics code.
- Develop a generic video presentation which may be used by any of the County's departments or divisions to inform employees about the requirements of the ethics code and to stimulate discussion of ethics topics

and provide concrete examples of situations encountered in daily work with vendors, contractors, and others.

- Develop an orientation package on ethics issues for newly elected officials and prepare a generic video presentation to inform them of the key ethics areas they are most likely to encounter. This includes, but is not limited to, restrictions on political activity, bribes, kickbacks, log rolling, gifts, receipt of tickets, conference attendance, directorships, conduct of private business, nepotism, and circumstances requiring recusal from voting.
- Develop an exit package for county employees who are leaving county government to inform them of restrictions which apply to them after they leave county service. Recommend a policy and procedure for exiting employees who leave before the end of the year as to when they must file and how this is to be accomplished.
- Develop a vendor/contractor brochure/handbook/ reference guide on how to deal with government officials ethically.
- Develop a generic reference document entitled “*Common Questions and Answers to Ethical Behavior*” in hardcopy and electronic form.
- Develop a monthly column to be distributed countywide by e-mail. This can consist of a number of features such as “*Ask the Ethics Officer*” in a question and answer format or an “*FYP*” rotation of the website guidelines on standards of conduct. Other suggestions as to column content and features should be made as well.
- Recommend and implement a workable system for distribution of ethics information to county payroll clerks and administrators, which uses *existing resources*, particularly directed to new employees as well as existing employees.
- Identify and integrate all education and training materials developed as a result of this proposal into the newly created ethics website. A new website was recently created and may require changes, updates, and additional features based on feedback gained in training sessions and general user feedback. Those materials developed under this proposal should be added to the website to the extent possible.
- Recommend a system for the distribution of ethics information and materials to county workers who do not have access to computers, such as field workers, seasonal workers, etc. Consider links to county union officials and union halls.
- Prepare at least 4 promotional press releases for the community- at- large on ethics issues.
- Provide 5-8 training sessions with a varied format (enforcement and reporting violations; question and answer; guidelines of standard conduct; vendor/contractor workshop; by department) to determine which session format generates the widest response and best discussion of ethics issues.
- Update the web-based tutorial program and prepare a supplemental list of questions and answers for the tutorial.
- Recommend the addition of new website features based on user feedback.

- Prepare automated training completion certificates and recommend how certificates will be retained by employees and by departments.
- Review and recommend the best means to obtain a listing of or a way to access the Ceridian system to annually identify for elected officials all “*at-will employees.*”
- Prepare a list of recommendations of additionally suggested education and training components.
- Prepare a list of recommendations of other changes that need to be made to the administration of the ethics code or the ethics code itself.

2.0 SELECTION PROCESS AND SCHEDULE

2.1 Deadline for Submission of Proposals

Your proposal must be received by **3:30 p.m. on August 21, 2009**. All copies must be **filed with the Milwaukee County Clerk’s office** located at the **Courthouse, Room 105, 901 North 9th Street, Milwaukee, WI. 53233, telephone 278-4067**. Electronic copies may be submitted to the County Clerk at <http://www.county.milwaukee.gov>. Please call the County Clerk in advance to let their office know when you are sending electronic copies. Please reference **RFP # 6461**. Proposals received after the designated time will not be considered in the evaluation process. The Ethics Board reserves the right to accept or reject any or all proposals. The Ethics Board is not responsible for any costs incurred by vendors in the preparation of the response to this RFP.

2.2 Timeline for Proposal Review

August 1, 2009	-	RFP issued
August 21, 2009	-	Deadline for Proposals Submitted
August 24- September 4, 2009		Proposal Interviews for Finalists
September 4, 2009	-	Selection Committee Recommendation
October 22,2009	-	Judiciary Committee Meeting and October 29, 2009- Finance Committee Approval of Fund Transfer and Notice to Proceed

2.3 Proposal Evaluation and Selection Criteria

All final proposals will be reviewed by an Ethics Proposal Selection Committee which will rate final proposals according to the criteria and point system of 100 total points. The names of committee members will not be released, except for the contact person under Section 3.2. The following criteria will form the basis upon which the Ethics Proposal Selection Committee will evaluate proposals:

- **Project Approach/Work Plan- 40 points**

The work-plan should include a statement of understanding and a description of the contractors approach in developing and delivering the components of the training and education program.

A detailed work-plan should be included defining the major tasks and activities, the estimated number of hours to complete each task, the personnel to be assigned to each task, and the target dates for completion of each component.

The Selection Committee will value creative and innovative ideas and solutions for shaping the message of integrity for county government and for motivating and inspiring county public officials and employees to be informed on ethics issues. The Ethics Board wishes to use training and education as a component of change management communications.

- **Outcomes, Pay for Performance and Fee Plan- 30 points**

All proposals should clearly identify the number of milestones and outcomes planned and any assumptions on which they are based.

The proposal should clearly define the pay for performance by various personnel to be used in the project. Substitution of personnel shall occur only with the prior approval of the Ethics Board.

The proposal should clearly identify and explain any administrative fees.

- **Qualification of firm and individual/s assigned to the project-20 points**

A key factor to the delivery of a successful product is the contractor's experience in the development of ethics training and education or related areas as measured by the following:

- Capabilities in alternative media, including website development and online training programs
- Experience with government ethics issues and sensitive political issues
- Crisis management experience
- Strength and reach of relationships at the local/regional government level and with political leaders at the state and local level
- Contacts with or familiarity with Milwaukee area based media

The proposal should include the firms' experience in the provision of ethics education and training, including examples of past projects and letters of reference.

Additional factors to be evaluated include the prior experience of not only the project manager, but other personnel assigned to the project. Include the resumes of all personnel to be assigned to the project.

The Selection Committee will look for a contractor who is flexible and responsive to the Ethics Board and county employees and demonstrates enthusiasm for the Ethics Board mission and program goals.

- **Disadvantaged Business Enterprise Program – 10 points**

It is the policy of Milwaukee County to encourage the use of disadvantaged business enterprises (DBEs). The successful proposer shall comply with CFR 49 Part 26 and Milwaukee County Ordinance Chapter 42, which has a goal of seventeen percent (17%) participation of certified Disadvantaged Business Enterprise (DBE) firms on all professional service contracts.

Milwaukee County reserves the right to give credit to the proposer that submits the best DBE utilization plan. The successful proposer will be monitored by the Community Business Development Partners (CBDP) office for compliance.

DBE Participation: Each individual or organization is expected to utilize DBE firms to a minimum of seventeen (17%) percent of the total contract or, as deemed applicable by the County to utilize DBEs when subcontracting. The successful individual/organization receiving additional work on the contract in the form of change orders, addendum, etc. will be expected to increase DBE participation proportionally.

The final decision regarding the successful contractor will be communicated via e-mail to those organizations that submitted a proposal.

Following the selection of the best proposal, the Ethics Board will negotiate contractual terms and final scope of services, and, upon successful negotiations, the Ethics Board will recommend an award. Contract award will be made to the proposer whose proposal best complies with the RFP and is most advantageous to the Ethics Board. Do not assume there will be an opportunity for submittal of additional information. Submit your proposal as if it were your “best and final offer.”

2.4 Scope of Services

The Ethics Board is issuing this Request for Proposal (RFP) to solicit qualified public, private, and private-non profit individuals and organizations to serve as the program manager to provide a creative ethics training and education program with the highest potential to achieve the goals of the program through performance based approaches. The consultant may submit a proposal for one, two or three components (for years one, two and three of the contract) or of all components. There will be no proposal meeting.

The County Board of Supervisors has included \$170,000 in the Allocated Contingent Fund for budget year 2009. A contract will be implemented during the 2009 calendar year. Depending on funding and other issues, the program may be continued in the future with possible modifications. If the program is extended, the County may elect to continue the contract on an annually renewable basis, subject to the performance of the contractor. The consultant should prepare their proposal based on the assumption that the contract will be for one year only, subject to conditional renewal.

The \$170,00 in funding is expected to be allocated as follows:

Budget Year 2009:	\$56,800
Budget Year 2010:	\$56,700
Budget Year 2011:	\$56,500

2.5 RFP Distribution:

This RFP has been posted on the Milwaukee County Procurement website <http://www.county.milwaukee.gov/PendingBidsQuotesand7951.htm>.

3.0 PROPOSAL CONTENT REQUIREMENTS

3.1 Proposal Content

Cover Page:

The cover page should identify the name, title, address, and telephone number of the person authorized to submit/sign the proposal. Please reference the **RFP # 6461** on the cover page. If the project will operate from more than one location, please specify the office that will provide overall direction to the project.

Statement of Qualifications

Describe the contractors' qualifications, including prior experience, special expertise, and other resources the contractor brings to the project. Summarize the team's experience with government, the public sector, and ethics related issues.

List previous projects similar to this request and the organization and dates of engagement with names and telephone numbers for client reference.

Qualifications of Personnel

Clearly identify the person responsible for program management for this proposal and describe their management experience and qualifications.

Identify all personnel assigned to the project, the activities/tasks to which they are to be assigned, and their contribution in hours to program delivery. Collaboration is essential for this project and the proposal should reflect the composition of County workers and the community-at-large. Describe the professional qualifications and experience that each member of the service delivery team provides. Include resumes of all personnel.

Project Approach

The contractor may submit a proposal for one, two or three years or all project components. Describe the understanding of the project and approach you intend to apply to the program objectives described under Section **1.0**. Discuss methodologies and resources you intend to use and any assumptions made. Identify any key issues to be resolved or other requirements needed to implement the proposed services.

Project Work Plan

Clearly identify the project start and end dates. Provide key milestones for all the program components and the staff who will be assigned to them with work time estimates. All proposals should clearly identify the outcomes planned. Proposals should include other pertinent tasks/activities associated with the milestones and accomplishments.

Pay-for Performance and Management Fees

Any expenditures over the cost set for the project shall be the responsibility of the contractor. Explain any management and administrative fees.

Total funding for the project outlined in this program is \$170,000 over a three-year period. The \$170,00 in project funding is subject to the approval of the County Board of Supervisors. It is expected that funds would be allocated as follows: Budget Year 2009: \$56,800; Budget Year 2010: \$56,700; Budget Year 2011: \$56,500. The budget is fixed and is a sum certain.

DBE Participation

Include the name, address and contact number for any and all DBE firms and participants in the project. Include the proposed work to be assigned, the fee schedule, the qualifications and experience of the firms relative to the proposal.

Required Forms

Your proposal must include the following forms:

- Submit a “Commitment to Subcontract with DBE Firms” Form DBD-014PS **or** submit the “Certificate of Good Faith Efforts” Form DBD-001PS with your proposal. See **Addenda A-1 or A-2**
- Complete a Certification of Non-Discrimination. See **Addendum B**
- Submit evidence of contractor and subcontractor proof of insurance coverage to cover costs as may arise from claims of tort, statutes, and benefits under Worker’s Compensation laws or vicarious liability arising from employees, as well as general, professional, and automobile liability coverage. See **Addendum C**

Copies:

Six hard copies of your proposal must be provided. Deliver hardcopy proposals to the attention of the **Milwaukee County Clerk’s** office located at the **Courthouse, Room 105, 901 North 9th Street, Milwaukee, WI. 53233, telephone 278-4067**. Reference **RFP # 6461**.

3.2 Contacts at the Ethics Board

Requests for formal information or questions regarding the RFP should be made in writing. Any oral communication will be considered unofficial and non-binding. Unauthorized contact regarding the RFP may result in disqualification. All inquiries relating to this RFP should be directed to:

Susan C. Shields
Executive Director
Milwaukee County Ethics Board
Courthouse- Room 212
901 North 9th Street
Milwaukee, WI. 53233
Telephone (414) 278-5332
FAX (414) 223-1897
susan.shields@milwcnty.com

3.3 Confidentiality of Information

All information contained in this proposal may be accessed by the public. Any information received by the Ethics Board will be treated with the utmost confidentiality, subject to the dictates of Wisconsin law.

3.4 Contract Terms

This is a multi-year proposal for a three-year term starting upon execution of a contract which will be renewed annually.

If the proposal is accepted, it will form part of the contract that will be subsequently negotiated. Any statements included in the proposal regarding performance will be contractually binding.

The Ethics Board will negotiate contract terms upon selection and approval of the successful proposal. The agreement will outline the terms and conditions, scope, staff associated with the project, fees, and other necessary items. The contract must be approved by the County Executive and the County Board of Supervisors before it can proceed. Contracts are subject to review by the Milwaukee County Office of Corporation Counsel.

3.5 Program Management

Staffing

The contractor shall provide a list of the names, positions, cost per hour and estimated hours of work for all staff used in the project.

The contractor shall not replace the names of staff and their positions without the prior approval of the County. If replacements cannot be agreed upon, the County shall have the right to terminate the contract with 30 days notice.

Billings/Compensation

The contractor shall be compensated for work performed on an hourly basis at the billing rates provided in the proposal. The total expenditures shall not exceed the allocation for the contract.

Financial reports and invoices are to be submitted monthly and shall show the client's name, account number, account balances, amount collected, paid to, fee retained and net payment. Billings shall provide the name of the employee, dates and hours worked, the general task performed and any details on out-of-pocket expenses such as travel, telephone, hotel, graphic reproduction, postage, and materials.

Status/ Progress Reports

The contractor will verbally provide weekly status reports as to progress in meeting deadlines and implementation according to the work-plan. Monthly written status reports shall be submitted. If there are variances with the work-plan, the Ethics Board is to be informed and corrective action is to be taken by the contractor.

Annual Project Summary

An annual report is to be provided that gives an assessment of the overall effectiveness of the program and its components and any recommendations for improvements to future programs and any new initiatives to be implemented based on project experience.

3.6 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, 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 sub-organizations also provide assurances to undertake affirmative actions.

3.7 Disadvantaged Business Enterprise Participation

It is the policy of Milwaukee County that Disadvantaged Business Enterprises (DBEs) shall have the opportunity to participate in all professional service contracts. Contractors are expected to take affirmative steps to ensure that DBEs are utilized in this contract. Information on DBE certified firms is available from a partial listing provided in **Addendum A-3**. A more complete listing can be obtained by contacting the Office of Community Business Development Partners at (414) 278-5248 or you can visit their website at: <http://www.county.milwaukee.gov/IntergovernmentalRel12281.htm> Disadvantaged Business Enterprise firms not on the statewide list will not qualify for DBE credit on the contract if selected.

The successful contractor shall comply with 49 CFR Part 26 and Chapter 42 of the Milwaukee County Ordinances, which requires Good Faith Efforts (GFE) to achieve participation. Good Faith Effort is determined by the Community Business Development Partners (CBDP) Office as demonstrated by the submission of the following:

1. Submit a Commitment to Subcontract to DBE Firms Form DBD-014PS with proposal response;

OR

2. Submit the Certificate of Good Faith Efforts Form (DBD-001PS) with proposal response.

Failure to meet the GFE requirements during the term of the contract may result in contract termination.

The County reserves the right to waive any of these specifications when it is in the best interest of the County and with concurrence of the CBDP office.

Milwaukee County has established a DBE participation goal of 17% for this contract. The Proposer must submit an explanation of how they intend to comply with the County's Disadvantaged Business Enterprise (DBE) goal of 17%. If unable to make a commitment, the Proposer must state how they will make good faith efforts to meet the 17% goal, including a list of the DBE firms that will be used as well as identifying the percentage of DBE participation. The Proposer must complete and submit either the Commitment to Subcontract with DBE Firms form, or the Certificate of Good Faith Efforts form DBE participation Plan contained in **Addendum A-1 or A-2**.

3.8 Non-Discrimination

Milwaukee County has an adopted Non-Discrimination and Equal Opportunities Policy. Refer to Section 56.17 of the Milwaukee County General Ordinances which states:

In the performance of work under this contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, 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 the County setting forth the provisions of the non-discrimination clause.

In accordance with this policy, Milwaukee County requires contractors to sign a Certification of Non-Discrimination (See **Addendum B**) to be submitted with the proposal. The contractor agrees that in the event of any dispute as to compliance, it shall be the contractor's responsibility to show all requirements were met.

Violations of this policy may result in contract termination without liability to the County for the uncompleted portion of the contract or for any materials or services purchased or paid for by the Contractor for use in completing the contract. Contract termination will preclude future contracts with the County.

3.9 Compliance with Milwaukee County Ethics Code

The contractor attests that Milwaukee County's Code of Ethics under Chapter 9 of the Milwaukee County Governing Ordinances has been read and that the contractor will comply with its provisions, which state, in part, "*No person may offer to give to any county elected official or employee, directly or indirectly, and no county elected official or employee may solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the local public official's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction on the part of the local public official.*"

3.10 Subcontracting

Assignment of any portion of the work by subcontract requires prior written approval of the Ethics Board. There must be a written contractual agreement between the prime contractor and the County approved subcontractor and/or associates which binds the subcontractor to the same terms and conditions as the prime contractor.

3.11 Auditing and Records Access

Contractor will permit, after reasonable notice, the county auditor the right to inspect and audit all data and records of the contractor that relate to the terms of this service contract up to three (3) years after completion of the contract.

3.12 Ownership of Intellectual Property

Upon completion of the work or termination of the contract, it is understood that all completed or partially completed data, recordings, videos, brochures and all other material collected and prepared as a result of the project are the exclusive property of Milwaukee County.

3.13 Indemnification

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

3.14 Insurance

The contractor agrees to provide evidence and maintain proof of financial responsibility to cover costs that may arise from claims of tort, statutes and benefits under Worker's Compensation law and/or various liability arising from employees as per **Addendum D**.

3.15 Contract Termination

The contractor may terminate his obligations under this contract if the County fails to provide payment on an amount which may be due for a period of 45 days following submission of appropriate billing and supporting documentation. The County shall have the right to terminate with 30 days written notice if the contractor fails to fulfill his obligations under the contract. The contractor will have 30 days to cure any alleged violation. In the event of termination, the County is only liable for services rendered through the date of termination and not for the uncompleted portion or for materials or services purchased or paid for by the contractor for use in completing the contract. The County reserves the right to terminate the contract at any time for any reason with 30 days written notice. Upon such termination, the 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 for the completion of the contract.

3.16 Independent Contractor

Nothing contained in the contract shall constitute or be construed to create a partnership or joint venture between the County or the contractor and their successors or assigns. In entering into the contract, and in complying with it, the contractor is at all times acting and performing as an independent contractor, authorized to perform the acts required under the contract.



ADDENDUM A-1

DBD- Form -014PS

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 % _____

Total \$ Amount of DBE

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

[SEAL]

State of _____, My Commission expires _____.

CBDP APPROVAL:

Signature

Date

* Exclude all allowances

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

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

Total % _____

CBDP APPROVAL:

* Exclude all allowances

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

Signature

Date

**Form DBD-014PS
REQUIREMENTS**

PLEASE SEE BACK FOR INSTRUCTIONS AND ADDITIONAL

Rev. 03/05/04



ADDENDUM A-2
DBD-01PS Form

MILWAUKEE COUNTY
COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE

CERTIFICATE OF GOOD FAITH EFFORTS

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

Failure to implement “good faith” efforts to the satisfaction of Milwaukee County could result in the rejection of the proposal.

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

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

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

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

A. Identifying Subcontract Work Items

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

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

B. Notifying DBE Firms of Contracting Opportunities

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

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

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

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

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

10. Other comments you want Milwaukee County to consider:

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

AFFIDAVIT

STATE OF WISCONSIN)

) ss

COUNTY OF _____)

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

Signed:

Bidder/Authorized Representative

Subscribed and sworn to before me:

This _____ day of _____, 20 _____.

Notary Public

My commission expires _____, 20 _____.

Form DBD-001PS
03/05/04

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

INSTRUCTIONS:

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

ADDITIONAL INFORMATION/REQUIREMENTS:

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

reduction should be retained from the payment to the DBE. *By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract.*
VIOLATION OF THE TERMS OF THE AFFIDAVIT WILL BE GROUNDS FOR TERMINATION OF YOUR CONTRACT.

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

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

ADDENDUM A-3

DISADVANTAGED BUSINESS ENTERPRISE INFORMATION

This listing is provided for information only to assist prime consultants to identify certified disadvantaged business enterprises (DBEs). This list is NOT all-inclusive. If you have any questions about fulfilling your DBE goals, please contact the CBDP Office Director, Freida Webb, at (414) 278-4803 or 278-5248.

Nicole Bowman
Bowman Performance Consulting
271 River Pine Drive
Shawano, WI 54166
Ph: 715-526-9240
Email: nbowman@nbowmanconsulting.com

Business Performance
Evaluation & Consulting

NAWDBE

Christina Steder
Clear Verve Marketing, LLC
13309 Watertown Plank Road
Elm Grove, WI 53122
Ph: 262-769-9001
Email: Christina@clearverve.com

Marketing Services:
Strategic Planning, Advertising,
Creative Writing, Event Planning
and Public Relations

WDBE

Jennifer Dinehard
Concrete Communications
7633 Ganser Way Suite 101
Madison, WI 53719
Ph: 608-831-2002
Email: jwdinehart@concentre.us

Full Service Marketing,
Communications, Advertising
Agency

WDBE

Sally Hanson
Consultants Unlimited
4940 South Hawthorne Drive
New Berlin, WI 53151
Ph: 414-427-4101
Email: consult1010@yahoo.com

Advertising Specialists, Printing,
Public Relations and Special
Events

WDBE

Naomi Shapiro
Creative Brilliance PR & Marketing Comm
PO Box 44237
7627 Widgeon Way
Madison, WI 53717-1806
Ph: 608-827-6483
Email: cre8vads@cheqnet.net

Public Affairs, Public Relations,
Publicity, Publications, Publication
Management, Newsletters, Business
and Technical Writing and Editing,
Grant Writing, Training

WDBE

Jacqueline Moore
Creative Marketing Resources, Inc.
500 West Brown Deer Road Suite 102
Milwaukee, WI 53217
Ph: 414-247-9898
Email: Jacque@creativemarketingedge.com

Public Information, Relations,
Education, Newsletters, Advertising

BWDBE

Priya Barnes
Creatonomy, Inc.
1661 North Water Street
Milwaukee, WI 53202
Ph: 414-223-7500
Email: priya@creatonomy.com

Marketing Communications
Services, Advertising, Public
Relations, Direct Mail Marketing,
Marketing Research, Graphic
Design, Web Design & Branding
APWDBE

Helen Dixon
Dixon & Company
3041 East Newport Court
Milwaukee, WI 53211
Ph: 414-964-8053
Email: hdixon@wi.rr.com

Public Relations, Governmental
Affairs, Issues Management, Public
Information Programs for Highways,
Airport and Rail Issues, Marketing,
Special Events, Project Management
WDBE

Deborah Chamberlain
Donaldson Media & Marketing Services, LLC
8524 West Wright Street
Milwaukee, WI 53226
Ph: 414-777-0430
Email: donaldso@execpc.com

Advertising, Marketing, Public
Relations, Media Planning and
Buying

WDBE

Kim Haas
PO Box 123
4230 North Oakland Avenue
Milwaukee, WI 53211
Ph: 414-702-7120
Email: kim@haas-media.com

Public Involvement Services
(Public Relations, Community
Outreach, Translation and
Educational Programs)

BWDBE

Heidi Nelson
Harvest PR & Marketing, Inc.
615 SW Broadway Suite 200
Portland, OR 97205
Ph: 503-274-0086
Email: heidi@harvest-pr.com

Marketing Communications
Services, Advertising, Public
Relations, Direct Mail Marketing,
Marketing Research, Graphic
Design, Web Design and Branding
WDBE

Susan Finco
Leonard & Finco Public Relations Inc.
1039 West Madison Street
Green Bay, WI 54303
Ph: 920-965-7750
Email: sfinco@lfpublishrelations.com

Public Relations

WDBE

Kristine Martinsek
Martinsek & Associates
1325 East Potter Avenue
Milwaukee, WI 53207
Ph: 414-769-0400
Email: krism1325@sbcglobal.net

Consulting Services Specializing
in Project Planning, Project
Management, Marketing Studies
Public Relations and Information
and Special Events
WDBE

Johnna Scott
Mosaic Communications
PO Box 241972
4509 North 71st Street
Milwaukee, WI 53218
Ph: 414-444-7001
Email: jscott@mosaic-wi.com

Marketing, Public Relations,
Public Information and Education,
Marketing Research, Special
Events, General Communications,
Media Relations and Media Buys

BWDBE

Nelson Soler
Multicultural Entrepreneurship Institute, Inc.
612 West National Avenue
Milwaukee, WI 53204
Ph: 414-383-4633
Email: soler@multiculturalinstitute.com

Marketing and Business Planning,
Training, Coaching and Customized
Services, Consulting,
Interpretations/Translations and
Public Relations
HDBE

Joann Crump
Prism Technical MGT & Market Service
6114 West Capitol Drive Suite 200
Milwaukee, WI 53216
Ph: 414-847-0990 ext 102
Email: jcrump@prismtechnical.com

Program Management, Business
Development Programs, Training,
Advertising, Public Relations,
Project Management and Outreach
Programs
BDBE

Pamela Stevens
Red Sea Services
8111 Sheridan Road
Kenosha, WI 53143
Ph: 262-764-2897
Email: pamtstevens@yahoo.com

Alicia Griffin
Serendipity Communications
6332 West Locust Street
Milwaukee, WI 53210
Ph: 414-442-9224
Email: serendipitywi@yahoo.com

Joanie Buckley
StrateGlobe, LLC
112 Riverdale
Oneida, WI 54155
Ph: 920-265-4637
Email: jbuckley@strateglobe.com

John Torres
Torres & Co / Media Consultants
1530A North Cass Street
Milwaukee, WI 53202
Ph: 414-273-0999
Email: uniyes@aol.com

Vesta Gaubert
Vesta Rea & Associates, LLC
PO Box 73643
5700 Cypresswood Drive
Spring, TX 77379
Ph: 281-376-4202
Email: vesta@vestarea.com

Jennifer Weiss
Weiss & Company Marketing Communications, LLC
1661 North Water Street Suite 208
Milwaukee, WI 53202
Ph: 414-270-3560
Email: jenny@weissandcompany.com

Outreach and Public Relations

BWDBE

Communications: Public Relations,
Marketing, Media Relations,
Advertising, Video Production;
Editorials, Marketing/Business
Plans, Copywriting, Speech
Writing; Special Events and
Management; Strategic Planning
BWDBE

Service Consultant, Community
Outreach, Project Management,
Opinion Polling, Logistical and
Industrial Products Consulting

NAWBDE

Public Relations, Advertising,
Market Research, Media
Consulting, Public Information
Campaigns, Radio & TV
Production on Transportation
Issues
HDBE

Air Service Marketing and
Public Relations/Advertising

WDBE

Advertising, Graphic Design,
Marketing and Public Relations

WDBE

ADDENDUM B

CERTIFICATION OF NON-DISCRIMINATION

The CONSULTANT/CONTRACTOR hereby certifies not to discriminate and to comply with the County's Non-discrimination provision under Section 56.17 of the Milwaukee County General Ordinances which states:

In the performance of work under this contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, 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 the County setting forth the provisions of the non-discrimination clause.

The County's policy on non-discrimination also requires compliance with applicable Federal and Wisconsin State laws, regulations and orders relating to equal employment opportunity and non-discrimination.

CONSULTANT

Signature

Title

Date

ADDENDUM C- LEGAL PROFESSIONAL INSURANCE

The Contractor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers’ Compensation law and/or vicarious liability arising from employees. Such evidence shall include insurance coverage for Workers’ Compensation claims as required by the State of Wisconsin, including Employer’s Liability and insurance covering General Liability, Professional Liability and Automobile coverage in the following amounts.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers’ Compensation or Proof of All States Coverage	Statutory
Employer’s Liability	\$100,000/500,000/100,000
Commercial or Comprehensive General Liability	
Bodily Injury & Property Damage (Incl. Personal Injury, Fire Legal Aggregate & Contractual & Product/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General
Professional Liability	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
Automobile Liability	
Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin requirements

Milwaukee County, as its interest may appear, shall be named as an additional insured for General, Automobile, Garage Keepers Legal and Environmental Impairment Liability, and be afforded a thirty (30) day 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 coverage shall be submitted for review and approval by the county for the duration of this Agreement.

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 the County, if requested, to obtain approval or insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above agreement shall be submitted in writing to the County for approval prior to the commencement of activities under this agreement.