

**MILWAUKEE COUNTY SHERIFF'S OFFICE**

**MILWAUKEE COUNTY, WISCONSIN**



**Revised**  
**REQUEST FOR PROPOSAL (RFP)**  
**FOR INMATE TRANSPORTATION SERVICES**

**RFP # 6459**

**RFP DUE DATE: October 7, 2009**

We understand and agree to all the information on this page.

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## I) OVERVIEW

### A) PROJECT DESCRIPTION

The Milwaukee County Sheriff's Office, known and identified throughout this document as MCSO, is hereby soliciting competitive sealed proposals from qualified professional firms to provide inmate transportation services to and from the County Correctional Facility –Central (CCF-C), 949 N. 9<sup>th</sup> St., Milwaukee, WI 53233, County Correctional Facility-South (CCF-S) 8885 S 68<sup>th</sup> St, Franklin, WI and county jails and state prison, correctional and medical facilities throughout the state of Wisconsin, including compliance with all the terms and conditions described in this document.

### B) SCOPE OF PROJECT

- 1) MCSO is soliciting a competitive Request for Proposal (RFP) to obtain the services of a vendor to provide inmate transportation for MCSO in accordance with state and federal laws, MCSO rules and regulations, and Wisconsin DOJ standards.
  - (a) Inmate Transportation includes: trips between the CCF-S, CCF-C, Vel Phillips Juvenile Justice Center, all state and county institutions, US Marshall's, medical appointments and any other transport of inmates not specified above.
  - (b) Inmates of all ages and sexes are transported. Juveniles are transported approximately once per week and the percentage of females transported is approximately 20%.
- 2) The purpose of this RFP is to obtain a vendor willing to form a partnership with MCSO and who will work with the management leadership of MCSO to provide managed, cost effective transportation services for inmates being transported both to and from both facilities. Vendors are expected to provide all equipment, supplies, personnel, and insurance.
- 3) Vendors *must* have comprehensive plans in place with regards to all items in Section II Project Requirements.
- 4) Disadvantaged Business Enterprise (DBE) compliance of at least 17%.

### C) BACKGROUND

- 1) County Assertion of Estimates-Any information contained herein is provided as an estimate of volume based on past history. This data is provided for the general information of vendors and is not guaranteed to be relied upon for future volume levels.
- 2) Vendor must be able to guarantee performance, plus or minus depending on variance of circumstance, of the following estimates based on past MCSO performance
  - Approximately 17,000 inmates transported statewide per year.
  - Approximately 360,000 state miles traveled per year.
  - Approximately 43,000 inmate bodies moved between the CCF-C and CCF-S per year.
  - The ability to travel to any of Wisconsin's 72 counties for inmate pick-up.
  - The ability to travel to any of Wisconsin's state correctional facilities for inmate pick-up.

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- 3) Currently MCSO staffs 16 officers, working a minimum of 40 hours per week each, in 6 transport vans, holding up to 12 inmates per van, to perform these duties. CCF-S has a 40 passenger bus and several transport vans.

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## II) PROJECT REQUIREMENTS

Comprehensive plans; policies, procedures and specifications addressing each of these requirements must accompany the RFP response.

### A) SECURITY POLICY AND PROCEDURES

- 1) Vendors will specify whether the vendor employees will be armed or unarmed; with what weapons (lethal or less-lethal), including stun weapons and sprays; training policies, procedures, and documentation regarding use of this equipment; policies and procedures in the event of escape attempt, ambush, or other security breach. Vendors will detail projected staffing level of each transport vehicle.

### B) RESTRAINTS

- 1) Vendors will specify exact manufacture of restraints vendor employees will use, to include handcuffs, belly chains, and leg irons; training policies, procedures, and documentation regarding use of this equipment; policies and procedures to deal with restraint of combative inmates.

### C) IDENTIFICATION

- 1) Vendors will specify procedures for verifying the identities of inmates transported by vendor employees; procedures in the event a mistaken identity is discovered.

### D) KEEP SEPARATES

- 1) Vendors will specify procedures for separating inmates mandated as “keep separates” either by State statute or MCSO Classification, i.e. Females and Males, Juveniles and Adults, witnesses and defendant, etc.

### E) VEHICLES

- 1) Vendors will specify exact manufacture of all vehicles to be used by vendor employees; documentation of modifications to vehicle for inmate transportation, i.e. cages, markings, inmate capacities; policies and procedures to deal with vehicle breakdowns regarding transferring inmates to another vehicle or secure facility; safety restraints in vehicles, i.e. seat belts, and procedures to be used to ensure compliance with State mandatory seatbelt law; procedures to be followed during restroom stops.
  - (a) Current department transport vehicles will not be available for purchase or use by successful bidder.
  - (b) Currently, transport vehicles are caged with two compartments.

### F) MEDICAL EMERGENCIES

- 1) Vendors will specify procedures for ensuring safety and security in the event of an inmate medical emergency during a transport, i.e. where would the inmate be transported for medical care, and what

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procedures would be in place to ensure security at that location; who would provide security in the event an inmate was transported to a medical facility, and what would happen to the remaining inmates in the vehicle.

G) COMPLIANCE WITH TRAFFIC LAWS

- 1) Vendors will specify procedures for ensuring that all traffic laws and ordinances are obeyed during the transport of inmates, to include speeding; procedures to ensure that all vendor employees are appropriately licensed drivers.

H) CONFIDENTIALITY

- 1) Procedures for ensuring strict confidentiality regarding the inmates, destinations, and times of all transports; procedures to limit the number of vendor employees with access to confidential information; documentation of vendor employees with access to confidential information.

I) EFFICIENCY

- 1) Procedures for meeting the daily demand of inmate transportation (MCSO averages 8 separate van transports per day); procedures for meeting fluctuating demand for number of separate van transports; procedures for ensuring timeliness of transports (inmates must be at destination in time for court appearances, etc., without exception); procedures for ensuring that the proper paperwork is picked-up and delivered along with the inmates to the appropriate destinations.

J) WARRANT PICK-UPS

- 1) Vendor must describe procedures for picking up inmates arrested on MCSO warrants in other counties, and procedures for ensuring the timeliness of the warrant pick-ups. Vendor must be able to demonstrate how they will schedule out of county warrant pick-ups efficiently.

K) LIASON

- 1) Vendor must describe procedures for how vendor employees will liaison with MCSO regarding scheduling of inmate transportation.

L) ESCAPES

- 1) Vendor must describe detailed procedures in place to ensure there is no possibility of a successful inmate escape from vendor employees.

### III) GENERAL REQUIREMENTS

#### A) PROPOSAL NUMBER AND IDENTIFICATION

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

**“Sealed Proposal for Milwaukee County, Request for Proposal for Inmate Transportation Services, RFP #6459- Technical Proposal”**

and

**“Sealed Proposal for Milwaukee County, Request for Proposal for Inmate Transportation Services, RFP #6459-Cost Proposal”**

The proposals shall be addressed to:

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

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

#### B) AFFIRMATION OF RFP CONTENTS

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

#### C) PROPOSAL DUE DATE

- 1) Proposals will be accepted no later than 11:00 am, CDT, October 7, 2009. Proposals received after this time will not be accepted. It is the responsibility of the vendor to ensure the timely delivery of their proposal for receipt on or before the deadline.

#### D) LATE PROPOSALS

- 1) Any proposals received after the above stated date and time will not be accepted under any circumstances. It is the responsibility of the vendor to ensure the timely delivery of their proposal

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for receipt on or before the deadline. Late proposals will be rejected and returned to the vendor or origin, unopened by MILWAUKEE COUNTY.

E) BID OPENING

- 1) Bids will be opened at a time and place convenient to MCSO.

F) CONTRACT TERM/DURATION

- 1) Initial Duration - The period of performance contracted will be for three (3) initial years. MCSO may adjust the length of the agreement by approximately three (3) months to coincide with MCSO's fiscal year, the calendar year.
- 2) Renewal Options/Extension – There are two (2), one – year renewal options, resulting in a potential total contract term of five (5) years. MCSO may consider extension without rebid and any request for extension of the contract beyond the established five-year term, within the terms and conditions of Milwaukee County procurement guidelines and policy. The service level of the contract must be exemplary for MCSO to entertain such a consideration.

G) PRICING STRUCTURE/ACQUISITION METHOD

- 1) **Cost proposals must be submitted in a separate sealed envelope.** Any vendor submitting a pricing proposal with their Technical Proposal will be notified that they have been disqualified. There are no stipulations with regard to pricing structure. Vendors may propose any structure they deem to be in the best interests of their business and their understanding of the intent of this RFP.

H) PROPOSAL EXPENSES

- 1) The vendor submitting a proposal shall bear the expense of the preparation of the proposal in response to this RFP. MCSO is not responsible for any costs associated with the vendor's development of the response proposal.

I) WITHDRAWAL OF PROPOSALS

- 1) Any proposal may be withdrawn up until the date and time set for the deadline for the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer for a period of one year or until one of the proposals has been duly accepted and Milwaukee County executes a contract. A Notice of Intent to Award will be issued by MCSO. However, no guarantee or representation is made herein as to the time between the proposal opening and subsequent contract action.

J) TERM OF PROPOSAL

Short of officially withdrawing the proposal from consideration, any proposal submitted to MCSO for consideration will constitute an irrevocable offer for a period of not less than one (1) year or until such time that another vendor has been selected and a contract executed by Milwaukee County, whichever occurs first. The Vendor must guarantee the technical requirements and pricing as good and in effect for not less than a three-year period after the date of original submission of the bid.

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K) REQUIRED FORMS, STATEMENTS AND CERTIFICATES

The following required forms and certificates must be included with the submitted proposal (this list is not inclusive, other forms are listed in this document and/or attached for submission with the proposal):

- 1) **Affirmative Action Statement** – Milwaukee County requires a statement and participation information for each partner or subcontractor identified in the proposal. A full disclosure of job assignment, time on task, time on site, ethnic and or gender information is required for each team member from each partner or subcontractor. All respondents will be required to include a signed Affirmative Action Statement in their proposal response.
- 2) **Conflict of Interest Disclosure Statement** - All proposal submitters must disclose the name of any officer, director, or agent who is also an employee of Milwaukee County. The firm must disclose the name of any County employee who owns, directly or indirectly, any interest in the submitter business or any of its branches, or any known potential conflicts of interest with any current client or employee of the firm, and the interest or employees of Milwaukee County.
- 3) **Sworn Statement of Bidder** – Each proposal must include the statement form included within this RFP. Each proposal submitter shall examine and review the Request for Proposal documents, indicating their understanding of each page by completing in full the sworn statement of the bidder included in this package as well as by initialing each and every page of the RFP document.
- 4) **DBE forms**

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## IV) BIDDER PARTICIPANT REQUIREMENTS

### A) VENDOR QUALIFICATIONS

- 1) For any vendor to qualify to submit a proposal in response to this RFP, the vendor must demonstrate they have been in existence transporting inmates for a minimum of 5 years, in its current form and with the same name (if not, then provide acquisition information with details such as date, prior organizational name, etc.).
- 2) Vendor must have an existing fleet of vehicles with the required security and safety features for the transportation of inmates as outlined in this proposal.

### B) CORPORATE STABILITY AND FINANCIAL STRENGTH/DEPTH

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

### C) ORGANIZATIONAL STRUCTURE OF VENDOR

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

### D) RESUME INFORMATION

- 1) Each Vendor must provide resume information on all senior management staff within the corporation, minimally including the President and Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer. This should include information relating to their role with the firm, education, number of years with the vendor, related work experience (specifically as it relates to providing inmate transportation services to jails), professional association memberships and all state licenses and registrations held by such personnel.

### E) EXPERIENCE, CLIENT LIST AND REFERENCES

- 1) Geographic Scope – The vendor must identify the geographic scope of the firm, whether local, within Wisconsin, regional, national or international. If the vendor is not local, it must identify the location of the closest office designated to provide project support, supervision and oversight.

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Vendor must provide details regarding off-site (from CCFC) resources dedicated to this contract and indicate percentage of time committed exclusively to this project.

- 2) Client List - Each responder must submit a detailed list of all projects and clients for the last five years. The client list must include both current and former contracts and include appropriate contact person names and title, agency (city, county, state, federal, etc.), location with address and telephone number as well as facsimile number and e-mail address (if in existence). Each contract must be identified as current or former and if a prior contract, why the contract was lost, when and to whom. Locations must be included where services were provided even if no executed agreement was ever reached.
- 3) Vendors who do not provide services under contract to other governmental agencies will lose points on both the proposal and reference sections of the proposal evaluation.
- 4) References - Vendors must include a list of client references. A form is included with this RFP on which the vendor can list references.

#### F) CONFIDENTIALITY

- 1) All completed and submitted proposals become the property of Milwaukee County. MCSO may use the proposal for any purpose it deems appropriate. Prior to MCSO approval, the proposal/application material is considered as “draft” and is not subject to the Wisconsin “Open Records” law. After approval by MCSO, the proposal material becomes part of the contract between the vendor and Milwaukee County.
- 2) Upon signing of a contract, proposals and contracts are subject to the State of Wisconsin “Open Records” law. If any information is to be considered proprietary, the vendor must place it in a separate envelope and mark it “Proprietary Information.” Milwaukee County retains the final authority as to the extent of material that is considered proprietary or confidential.

#### G) VENDOR CONTACT – PROPOSAL AND CONTRACT

- 1) Each vendor must designate one central contact person for the duration of the proposal process and additionally for the start-up transition and term of the contract. It is expected that the central contact person will remain intact throughout the proposal and evaluation process including contract negotiation and then overlap with the contact identified for implementation and operation of the contract. MCSO must approve any substitution of this individual during the duration of this contract. The replacement must have credentials similar to the person s/he is replacing and MCSO will be the sole judge of the adequacy of the replacement

#### H) LITIGATION AND CLAIMS HISTORY AND EXPERIENCE

- 1) Each vendor must submit a listing of all legal claims closed and pending relating to inmate transportation services, problems or disputes over the firm’s performance on contracts or projects held during the last five (5) years, specifying the jurisdiction of the case, i.e. state tort, civil rights – individual versus class action, etc.
- 2) Cases should be separated by type of litigation, i.e. state torts, federal civil rights violation cases (identified as individual or class action), or related to contract terms, termination, breach or failure to perform.

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- 3) Firms must provide information on any legal settlements within this period as well with the dollar amount listed and terms of the agreement described. The same must be provided for all other firms included as subcontractors to the prime vendor.

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## V) RFP INFORMATION, PROCESS, AND ACTIVITIES

### A) PROPOSED SCHEDULE OF RFP ACTIVITIES

DATE	ACTIVITY
September 4, 2009	RFP Re-Released
September 18, 2009	Intent to Bid Due
September 22, 2009	Written Questions From Vendors Due
September 23, 2009	Answers to Questions Posted
October 7, 2009 11:00 am CDT	RFP responses Due
October 2009	RFP Panel Review
October/November 2009	Notice of intent to award contract
November/December 2009	County Board Approval
January 1, 2010	Contract commences

### B) VENDOR QUESTIONS REGARDING RFP

- 1) Should clarification of the RFP or additional information be requested, such requests shall be made in writing, e-mail or by fax to:

Richard Schmidt, Inspector  
**Milwaukee County Sheriff's Office**  
**949 North 9<sup>th</sup> Street**  
Milwaukee, WI 53233  
**E-Mail: [rschmidt@milwcnty.com](mailto:rschmidt@milwcnty.com)**

### C) REQUESTS FOR ADDITIONAL INFORMATION

- 1) Written requests for information and questions may be submitted by 11:00 am CDT on **September 22, 2009**. MCSO will post the list of questions and the responses on the Internet **September 23, 2009**. Vendors must reference the RFP number and subject in all questions. At its discretion, MCSO may answer inquiries by means of a written response by fax or mail or by e-mail. All questions received will be printed with the respective answers generated by MCSO. Questions and answers will be distributed to all companies submitting the Letter of Intent to Bid. The vendor placing the question will not be identified.

### D) COUNTY ADDENDA

- 1) If any addenda are issued to this RFP, MCSO will attempt to notify all known bidders who indicated an intent to bid through the Letter of Intent to Bid. However, it shall be the responsibility of each vendor, prior to submitting the proposal, to contact MCSO to determine if addenda were issued and to make such addenda a part of the RFP response.

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E) BIDDER COMMUNICATION

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

F) ORAL PRESENTATIONS

- 1) The Evaluation/Selection Committee may hear oral presentations (if required). Vendors are cautioned, however, that oral presentations are at the sole discretion of the Committee and the Committee is not obligated to request it. As such, the initial proposal should be as comprehensive as possible yet concise and to the point, clearly describing the details of services that the vendor intends to provide to MCSO. The proposal should address each section in this proposal that deals with requirements, either legal or technical, and clearly state "comply" or "do not comply". Bidders are encouraged to offer concepts that are cost effective and will provide superior service while affording maximum benefit to MCSO.
- 2) Oral presentations, if conducted, will be conducted at the discretion of MCSO. The oral presentation is an opportunity for the Milwaukee County Evaluation Committee to ask questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the vendor to simply provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the vendor to present and the majority of time dedicated to addressing questions from the Evaluation Committee.

G) PROPOSAL FORMAT

- 1) Cover Letter: A cover letter submitted on the firm's letterhead and signed by an authorized official of the firm, certifying the accuracy of all information in the proposal and certifying the price proposal will remain firm for 120 days from the date submitted. Said letter must contain the following certification: **"The undersigned certifies and represents that all data, pricing, representations and other information, of any sort or type, contained in this response is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to the RFP for the Milwaukee County Jail Inmate Transportation Services"**.
- 2) Executive Summary: Submit an executive summary of the proposal, covering the main features and benefits that distinguish it, in non-technical terms. Do not exceed five pages and do not include and pricing information.

- 3) Proposal Response Format: The proposal must demonstrate the vendor's understanding of the scope of work and capabilities to deliver the services described. The vendor proposals must answer the RFP section by section or the proposal will be disqualified and rejected. The vendor must reply after each section of the RFP, and state in specific terms what services they will provide and their respective approach in addition to what services they will not be able to provide. Responses extending beyond one page must be adequately referenced on subsequent pages for easy identification. The vendor is admonished not to simply repeat the requirements of the RFP as the services to be provided. The proposal should be as concise as possible with minimal duplication of information. Also, Vendor will respond to each section, either legal or technical, clearly stating either "comply" or "not comply."
- 4) Exceptions to any section must be included in the specific section response area. Any exceptions listed separately in the RFP response will not be honored.
- 5) The proposal will describe in detail how implementation of the program plan will be accomplished. The proposal will answer how the Vendor will provide the services listed and reference by number the appropriate category and subtask.
- 6) Each vendor submitting a proposal must meet the minimum requirements for scope of services contained in the RFP. Failure to respond completely, or submission of alternatives without having first met the base requirements identified may result in disqualification of the proposal.
- 7) Appendices and attachments to the base proposal should be separate and contribute significantly to the value of the proposal.
- 8) The proposal must demonstrate the vendor's understanding of the scope of work and capabilities to deliver the services described.

#### H) EVALUATION PROCESS

- 1) Evaluation Committee - MCSO will establish an Evaluation/Selection Committee to evaluate proposals. The Evaluation Committee will assign points, total the points, rank the proposals and select the finalist in accordance with criteria noted in this RFP.
- 2) Scope of Services/Technical Requirements will be evaluated separately from Cost/Price and the recommendations made independently.
- 3) MCSO reserves the right to require oral presentations and/or written questions/answers for further clarification of specific RFP processes.
- 4) MCSO will issue a Notice of Intent to Award. Non-finalist will be notified of their status by letter or e-mail.
- 5) Notification will be given to the vendor selected to pursue contract negotiations. Contract negotiations will be initiated with the highest ranked firm after ranking is combined for scope of services and price and then finalized by the Evaluation Committee and approved by appropriate MCSO authorities. Should MCSO be unable to come to terms with this firm, the next highest ranked firm will be contacted and negotiations begun with them should MC make the determination

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to continue forward. MCSO will issue a Notice of Intent to Award. Non-finalists will be notified of their status by letter.

D) EVALUATION CRITERIA -

<u>Criteria</u>	<u>Points</u>
Quality of Leadership Team	5
References	5
Quality of Section II of RFP Policy and Procedures	10
Quality/Applicability of Proposal	20
Transition Implementation Plan	10
Cost/Price	50
Disadvantaged Business Enterprise	Pass/Fail
<b>Total Maximum Score</b>	<b>100</b>

J) BEST VALUE

- 1) MCSO may select a successful vendor on the basis of the response/proposal demonstrating the best value in total for the professional services requested and described. Vendor selection may be based upon the proposal that best achieves the goals of this RFP. **Measurable performance outcomes for the life of the contract should be included and clearly stated.**

K) RESERVATION OF RIGHT TO CHOOSE VENDOR

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

L) COUNTY RIGHT TO NEGOTIATE

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

M) REJECTION OF PROPOSALS

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

We understand and agree to all the information on this page.

Initials:

## VI) INSURANCE REQUIREMENTS

### A) INSURANCE COVERAGE

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

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

Vendor shall maintain Professional Liability coverage as listed below. Treatment providers including psychiatrists, psychologists and social workers who provide treatment off premises must obtain General Liability coverage (on premises liability and off-premises liability), to which Milwaukee County is added as an additional insured.

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

<b>Type of Coverage</b>	<b>Minimum Limits</b>
<b><u>Wisconsin Workers' Compensation</u></b> or Proof of all States Coverage	Statutory
<b><u>Employers' Liability</u></b>	\$100,000/\$500,000/\$100,000
<b><u>Commercial General Liability</u></b> Bodily Injury & Property Damage Incl. Personal Injury, Fire, Legal Contractual & Products/Completed Operations	\$1,000,000 – Per Occurrence
<b><u>Automobile Liability</u></b> Bodily Injury & Property Damage All Autos – Owned, Non-Owned and/or Hired	\$1,000,000 Per Accident
Uninsured Motorists	Per Wisconsin Requirements
<b><u>Excess Liability</u></b>	\$10,000,000 Per Occurrence
<b><u>Environmental Impairment Coverage /General Liability</u></b>	\$1,000,000 Per Occurrence
<b><u>Professional Liability</u></b>	

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Other Licensed Professionals

\$1,000,000 Per Occurrence  
\$3,000,000 Annual Aggregate, or  
Statutory limits whichever is higher

Crime/Fidelity Insurance or Bond  
(Covers employee dishonest actions/theft)

\$100,000

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

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

Exceptions of compliance with “additional insured” endorsement are:

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

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

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

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

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

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

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

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B) INSURANCE RATING

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

C) CERTIFICATE OF INSURANCE REVIEW

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

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

D) DEVIATIONS AND WAIVERS

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

E) SUBCONTRACTOR LIABILITY COVERAGE

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

We understand and agree to all the information on this page.	Initials:
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## VII) TERMS AND CONDITIONS

### A) APPLICABLE LAW

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

### B) DRUG-FREE WORKPLACE

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

### C) INDEMNITY BY THE VENDOR

- 1) The vendor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the COUNTY, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Vendor, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.
- 2) In accordance with applicable laws, the COUNTY shall be responsible for defending and paying judgments on behalf of its officers, employees and agents for any claims that may arise out of COUNTY's negligence for acts, policies, or directives that affect the activities covered by this agreement.

### D) STAFF PROJECT PARTICIPATION

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

### E) TERMINATION BY VENDOR

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

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- (a) **For Cause** – The Vendor may terminate the contract for cause with prior written notification of termination delivered to MCSO at least sixty (60) days before the effective date of termination.
  - (b) **Without Cause** - The Vendor may terminate this resulting agreement without cause with a notice period of not less than one hundred and twenty (120) days. Written notice of termination must be delivered to MCSO and the notice period observed prior to the effective date of termination.
- 2) In the event of termination by the Vendor, notice shall be delivered by the Vendor in writing, with return receipt required, to:

**Richard R. Schmidt, Inspector Jail Administration  
Milwaukee County Sheriff's Office  
949 North 9<sup>th</sup> Street  
Milwaukee, WI 53233**

**F) COOPERATION UPON TERMINATION**

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

**G) TERMINATION BY COUNTY FOR VIOLATIONS BY VENDOR (FOR CAUSE)**

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

**H) UNRESTRICTED RIGHT OF TERMINATION BY COUNTY (WITHOUT CAUSE)**

- 1) MCSO further reserves the right to terminate this contract at any time for any reason by giving Vendor thirty (30) days written notice by Certified Mail of such termination. In the event of said termination, Vendor shall not reduce its activities hereunder unless agreed in advance by MCSO. The Vendor will be paid according to the contract for services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate additional monies required for the completion of the contract.

**I) ELIMINATION, DELAY OR REDUCTION IN FUNDING**

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

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## J) BILLING AND PAYMENT PROCESS

- 1) The County qualifies for sales tax exemption as a governmental agency. No pricing within this proposal shall include state or local sales or use taxes.
- 2) The successful bidder will invoice MCSO a maximum of once per month after the month of services, within the first ten (10) days of the subsequent month. Each invoice will be required to provide a reasonable detail of the services that were performed or other agreed upon items, for the charge that has been invoiced. MCSO will make every effort to ensure that the Vendor is paid promptly and accurately.

## K) ASSIGNMENT

- 1) Assignment by Subcontract – Assignment of any portion of the work by subcontract must have the prior written approval of Milwaukee County.
- 2) Limitation – The final executed contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.
- 3) Survivorship of Benefits – The contract will be binding upon and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors and assigns.

## L) CODE OF ETHICS

- 1) Vendor must attest that it is familiar with Milwaukee County's Code of Ethics which states:

### 9.05 Code of Ethics

- (2)(l) No person(s) with a personal 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 County official who has approval authority over that contract during its consideration. Contract consideration shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by Section 9.15 unless an acceptance by an elected official would conflict with this section. The language in Section 9.05(2)(l) shall be included in all Request for Proposals (RFP) and bid documents.
- 2) To document that no conflict of interest exists between the vendor and any Milwaukee County employee, agent or representative or an immediate family member, the vendor must submit the "Conflict of Interest Stipulation" form (attached) with the proposal. This form attests to the fact that no such person is also an owner, corporate officer, employee, agent or representative of the vendor submitting the bid. If such a relationship exists in any form, the vendor must fully disclose the situation and explain the details.

M) VENDOR CONDUCT

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

N) NOTICES

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

**Richard R. Schmidt, Inspector Jail Administration**  
**Milwaukee County Sheriff's Office**  
**949 North 9<sup>th</sup> Street**  
**Milwaukee, WI 53233**

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

O) BINDING EFFECT

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

P) ENTIRE AGREEMENT

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

Q) PERMITS, TAXES, LICENSES

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

R) FAILURE TO PERFORM

- 1) Penalties may be assessed for failure to produce an inmate as required by the courts.
- 2) Penalties may be assessed for failure to follow Policy and Procedures filed with MCSO as a part of the RFP response/contract.

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- 3) Penalties to be determined by the courts which cannot be mitigated and/or MCSO may impose penalties that will not exceed \$5000 per inmate per incident.

S) REQUIRED SERVICES

- 1) This RFP solicits proposals for inmate transportation, including any estimates above or below the examples given. MCSO will furnish the space for one employee of the successful bidder at no charge to the bidder to facilitate scheduling inmate transportation.

T) STAFF QUALIFICATIONS

- 1) Vendor must include the resumes of the employees who will be performing inmate transportation, and the person who will be the administrative contact person for the management of MCSO.

U) SPACE AND UTILITIES

- 1) Milwaukee County will furnish space in the Milwaukee County Jail suitable for the scheduling operations of one employee of bidder. All vehicles, restraints, and other equipment necessary for the successful performance of this contract must be stored off-site at bidders expense. Bidder is responsible for all vehicle maintenance, fuel costs, and procurement of all equipment necessary to successfully perform this contract. MCSO must have approval of all restraints, vehicles, equipment, and procedures to be used. Bidder must provide number and type of vehicles to be used to successfully perform this contract.

V) CONTINGENCY PLANS

- 1) Bidder must provide detailed contingency plans regarding procedures to be followed in the event of inmate escape, criminal act, employee use of force, or medical emergency. All procedures must adhere to Wisconsin state statutes regarding treatment of prisoners and be approved by MCSO. Bidder must be able to articulate plans for providing transportation of inmates who must be kept separate per Wisconsin state statute and MCSO policy and procedures, such as women and juveniles.
- 2) Bidder must be able to demonstrate the fundamental ability to meet deadlines regarding pick-up and drop-off times, and explain security procedures to include any weapons in service.

W) OWNERSHIP OF DATA

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

X) RECORDS AND AUDITS.

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

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subcontractor) shall maintain and make available to Milwaukee County the aforementioned audit information for no less than five years after the conclusion of each contract term

Y) **AFFIRMATIVE ACTION**

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

Z) **NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS**

In the performance of work under this contract, vendor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include, but not be limited to, the following:

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

Vendor 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 handicapped persons, and other protected groups, at all levels of employment, in all divisions of Vendor's work force, where these groups may have been previously under-utilized and under-represented. Vendor also agrees that in the event of any dispute as to compliance with the 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, Vendor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

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

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## VIII) Community Business Development Partners DBE Utilization

### A) GENERAL INFORMATION

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

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

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

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

1. The successful contractor/service provider shall comply with CFR 49 Part 23 and 26 and Chapter 42 of the Milwaukee County Ordinances, which requires Good Faith Efforts (GFE) to achieve participation of certified Disadvantaged Business Enterprise (DBE\*) firms on all USDOT and Milwaukee County funded service contracts. In accordance with this Milwaukee County policy and US DOT requirements, the contractor/service provider shall ensure that DBEs have an opportunity to participate in this contract.

2. The Community Business Development Partners (CBDP) Office of Milwaukee County is authorized to make the determination that contractor/service provider has made a good faith effort (GFE) to achieve the required DBE participation by doing either of the following:

a. Shows evidence that it has met the DBE participation by submitting a complete Commitment to Subcontract to DBE Firms (DBD-014 form); or

b. Documents that it made good faith efforts to meet the DBE participation goal, even though it did not succeed in achieving it. In this case, the contractor/service provider must submit the Certificate of Good Faith Efforts (DBD-001 form) and all relevant documentation with their proposal.

3. The efforts employed by the contractor/service provider should be those that one could reasonably expect a contractor/service provider to take if the contractor/service provider were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. (49 CFR §26.53 and Appendix A to 49 CFR Part 26 which provides guidance regarding GFE). (Refer to Milwaukee County DBE Provisions governing GFE attached to this document.)

4. In the event the CBDP Office determines that the contractor/service provider has failed to meet the GFE requirements, the contractor/service provider is entitled to appeal this determination. The provisions of 49 CFR §26.53(d) apply to such an appeal. A request for administrative reconsideration must be sent within three (3) calendar days of receiving written notice from the CBDP office of the failure to meet the GFE requirement. The request should be sent to:

CBDP Office  
City Campus, Room 830  
2711 West Wells Street  
Milwaukee, WI 53208

\* The term "DBE" means small business concerns known as Disadvantaged Business Enterprise (DBE) firms owned at least 51% by socially and economically disadvantaged individuals, and certified by Milwaukee County under CFR 49 Part 26.

5. Prime contractor/service provider must submit with its proposal, the Sub-consultant Information Sheet (**DBD-002 form**) a complete Commitment to Subcontract to DBE Firms (**DBD-014 form**); or if the contractor/service

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provider is not able to meet the DBE goal the contractor/service provider must submit a complete Certificate of Good Faith Efforts (DBD-001 form) and all relevant documentation. The **Commitment to Subcontract to DBE Firms Form** must contain the following information (see form **DBD-014** for additional details):

- Name(s) of DBE(s) firm(s) being considered for utilization.
- Description of services that will be provided by the DBE(s).
- Percentage of the work assigned to the DBE(s). Also, include dollar amount.

6. When evaluating a contractor's proposed DBE commitment (**DBD-014 form**), Milwaukee County reserves the right to request any documentation from both the prime contractor and the listed DBE subcontractors. If the information requested is not submitted by the contractor within the time specified for such submission, Milwaukee County may award the contract to the next lowest responsive, responsible proposer.

7. The contractor/service provider shall prepare and submit accurate and timely forms and reports on DBE utilization to the Community Business Development Partners (CBDP) Office after contract award. These shall include, but not be limited to DBE Utilization Reports, and other forms as directed. Failure to submit forms and reports as prescribed herein, will result in delay of payments, or other sanctions deemed appropriate by the County, including those listed under Section (8), below.

8. When evaluating the performance of this contract after contract execution, Milwaukee County reserves the right to conduct compliance reviews and request, both from the prime contractor/service provider and DBE sub-consultant(s), documentation that would indicate level of compliance. If the contractor/service provider is not in compliance with the specifications, the County will notify the contractor/service provider in writing of the corrective action that will bring the contractor/service provider into compliance. If the contractor/service provider fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:

- a. Terminate or cancel the contract, in whole or in part.
- b. Remove the contractor/service provider from the list of qualified consultant/service providers and refuse to accept future proposals for a period not to exceed three (3) years.
- c. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the DBE goal, where the failure to meet the goal is the result of a finding by the CBDP Office of consultant/service provider's bad faith.
- d. If the contractor/service provider has completed its contract, and the goal was not met due to an absence of good faith on the part of the contractor/service provider as determined under 49 CFR Part 26, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE goal. The County may in such case retain any unpaid contract amounts and retainage otherwise due the contractor/service provider, up to the amount of the unmet goal. If insufficient funds remain in the contract account to compensate the County up to that amount, Milwaukee County may bring suit to recover damages up to the amount of unmet goal, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.

9. **DBE Participation Goal:** Each prime consultant/service provider shall utilize DBE firms to a minimum of the specified DBE contract goal. DBE participation requirement relative to contract award shall be based upon the approved Milwaukee County Commitment to Subcontract to DBE Firms (DBD-014 form). Contractor/service providers receiving additional work on the contract in the form of addendum, etc. shall be expected to increase DBE participation proportionally.

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10. Contractor/service providers should note that for the purpose of proposal evaluation, only DBEs certified at the time of proposal submission will be counted toward the goal. Only DBEs that have been certified by Milwaukee County's Community Business Development Partners (CBDP), Certification Section, prior to the proposal due date may be listed on the "Commitment to Subcontract with DBE Firms" form and counted towards the DBE requirements on this project. In order to identify any certified DBE firms, and prevent any delay or disqualification of your proposal, refer to the Directory issued by **CBDP**. **The directory can be viewed at [www.milwaukeecounty.org](http://www.milwaukeecounty.org), do a search for "vendor", scroll down and double click on "Certified Vendor List" then click on the State of Wisconsin UCP Directory of Certified DBE Firms for the statewide listing, which includes Milwaukee County certified DBE firms.** If you need additional assistance related to certified DBE firms, contact the CBDP Office at (414) 278-4747.

11. Prime contractor/service provider shall count towards the DBE requirement and be credited one hundred percent (100%) of expenditures to DBE firms, if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed certified DBE firm. The Director of the CBDP Office through the application of 49 CFR §26.55(c) will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.

12. Prime contractor/service provider is required to notify the CBDP office if their DBE subcontractors will further subcontract out work on this project. Credit will be given based on actual participation by DBE firms.

13. Listing a DBE on the Commitment to Subcontract to DBE Firms Form shall constitute a written representation and commitment that the prime contractor/service provider has communicated and negotiated directly with the DBE firm(s) listed, and that it will use the listed firm(s). If awarded the contract, the prime contractor/service provider will enter into a subcontract agreement with the DBE firm(s) listed on the Commitment to Subcontract to DBE Firms form for the work and price set forth thereon. This agreement must be submitted to the CBDP Office within seven (7) days from the Notice to Proceed.

14. Prime contractor/service provider must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, or if the prime consultant/service provider has a problem in meeting the DBE goal, or any other problem relative to the DBE goal requirement, the prime contractor shall immediately contact the CBDP Office at (414) 278-5248. If needed, prime contractor must submit a written request for substitution, including the reason for the request and the log. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor.

15. DBE Utilization Reports/Payment Applications After Contract Award. DBE Utilization Reports (**DBD-016 form**) must be submitted with the Payment Applications by the successful proposer after contract award. These reports must cover the period from the start of the project to the end of the period covered by the payment application being submitted or the period since the last payment application. The reports must be submitted even if no DBE activity took place during the period being reported. The County Project Manager will reject payment applications that are not in compliance with this section.

16. Final Payment Verification. The successful prime consultant/service provider must submit the "DBE Subcontractor Payment Certification" form (**DBD-018 form**) and the final DBE Utilization Report along with their Final Payment Application. The County Project Manager will not process the Final Payment Application if these reports are not submitted.

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

We understand and agree to all the information on this page.

Initials:

## IX) APPENDIX I

# Required Forms

We understand and agree to all the information on this page.

Initials:

**MILWAUKEE COUNTY**  
**REQUEST FOR PROPOSAL**  
**INMATE TRANSPORTATION SERVICES**

**CONFLICT OF INTEREST STIPULATION**

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

Please answer below either YES or NO to the question of whether any Milwaukee County employee, agent or representative or immediate family member is involved with your vendor in any way:

YES \_\_\_\_\_

NO \_\_\_\_\_

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

Name \_\_\_\_\_

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

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

The appropriate corporate representative must sign and date below:

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

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

Title \_\_\_\_\_

**Date** \_\_\_\_\_

We understand and agree to all the information on this page.	Initials:
--	-----------

**MILWAUKEE COUNTY  
REQUEST FOR PROPOSAL  
INMATE TRANSPORTATION SERVICES**

**VENDOR LETTER OF INTENT TO BID**

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Telephone Number and Extension

\_\_\_\_\_  
Facsimile Number

**Send This Form To:**

**MILWAUKEE COUNTY SHERIFF'S OFFICE  
RICHARD SCHMIDT, INSPECTOR  
949 NORTH NINTH STREET, ROOM 105  
MILWAUKEE, WI 53233  
[rschmidt@milwcnty.com](mailto:rschmidt@milwcnty.com)**

We understand and agree to all the information on this page.

Initials:

**MILWAUKEE COUNTY  
REQUEST FOR PROPOSAL  
INMATE TRANSPORTATION SERVICES**

**SWORN STATEMENT OF BIDDER**

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

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

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

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

I have reviewed the RFP, and all related attachments and information provided through MCSO, in detail before submitting this proposal.

I have indicated review, understanding and acceptance of the RFP (or relevant service component being bid upon) by initials on each page of the RFP.

I certify that all statements within this proposal are made on behalf of the Bidder identified above.

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

I further stipulate that the said statements contained within this proposal are true and correct and this sworn statement is hereby made a part of the foregoing RFP response.

Signature

Legal Address

**Subscribed and sworn to before me**

**This \_\_\_\_\_ day of \_\_\_\_\_, 2009**

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

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

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

We understand and agree to all the information on this page.

Initials: \_\_\_\_\_



**Reference #2**

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

Agency Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Contact Number \_\_\_\_\_

E-Mail (required) \_\_\_\_\_ Fax Number \_\_\_\_\_

Number of Sites \_\_\_\_\_ Number of Inmates \_\_\_\_\_

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

Accreditation \_\_\_\_\_

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

\_\_\_\_\_ Current Contract      \_\_\_\_\_ Prior Contract

Contract End    \_\_\_\_\_ Terminated, if so specify by whom \_\_\_\_\_ agency      \_\_\_\_\_ vendor

Reason \_\_\_\_\_

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

Reason \_\_\_\_\_

\_\_\_\_\_ Other, specify

Reason \_\_\_\_\_

We understand and agree to all the information on this page. Initials: \_\_\_\_\_

**Reference #3**

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

Agency Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Contact Number \_\_\_\_\_

E-Mail (required) \_\_\_\_\_ Fax Number \_\_\_\_\_

Number of Sites \_\_\_\_\_ Number of Inmates \_\_\_\_\_

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

Accreditation \_\_\_\_\_

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

\_\_\_\_\_ Current Contract \_\_\_\_\_ Prior Contract

Contract End \_\_\_\_\_ Terminated, if so specify by whom \_\_\_\_\_ agency \_\_\_\_\_ vendor

Reason \_\_\_\_\_

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

Reason \_\_\_\_\_

\_\_\_\_\_ Other, specify

Reason \_\_\_\_\_

We understand and agree to all the information on this page. Initials: \_\_\_\_\_

**Reference #4**

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

Agency Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Contact Number \_\_\_\_\_

E-Mail(required) \_\_\_\_\_ Fax Number \_\_\_\_\_

Number of Sites \_\_\_\_\_ Number of Inmates \_\_\_\_\_

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

Accreditation \_\_\_\_\_

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

\_\_\_\_\_ Current Contract      \_\_\_\_\_ Prior Contract

Contract End    \_\_\_\_\_ Terminated, if so specify by whom \_\_\_\_\_ agency      \_\_\_\_\_ vendor

Reason \_\_\_\_\_

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

Reason \_\_\_\_\_

\_\_\_\_\_ Other, specify

Reason \_\_\_\_\_

**Date** \_\_\_\_\_

We understand and agree to all the information on this page. Initials: \_\_\_\_\_

MILWAUKEE COUNTY  
REQUEST FOR PROPOSAL  
INMATE TRANSPORTATION SERVICES

VENDOR ESTIMATE OF COST

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

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

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

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

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

VENDOR COST ESTIMATE: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Legal Address

**Subscribed and sworn to before me**

**This \_\_\_\_\_ day of \_\_\_\_\_, 2009**

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

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

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

We understand and agree to all the information on this page.

Initials: \_\_\_\_\_

## X) Appendix II

### DBE Forms

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

**CERTIFICATE OF GOOD FAITH EFFORTS**

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

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

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

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

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


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

**A. Identifying Subcontract Work Items**

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

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.)

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

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

<b>Published Announcement/Publication (please describe)</b>	<b>Date</b>

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.)

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

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**

1)

2) 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.

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

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 \_\_\_\_.

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

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

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

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

**2. GOOD-FAITH EFFORT PROCEDURE.**

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

**3. GUIDELINES FOR ENGAGING IN GOOD-FAITH EFFORTS.**

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

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

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

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

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

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

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

III. The Department also strongly cautions Milwaukee County against requiring that a bidder/proposer meet a contract goal (i. e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder/proposer makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

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

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

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

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

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

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

\_\_\_\_\_  
Signature of Notary Public                      State of \_\_\_\_\_, My Commission expires \_\_\_\_\_.

[SEAL]

CBDP APPROVAL:

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

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

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

CBDP APPROVAL:

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

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

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

**INSTRUCTIONS:**

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

**ADDITIONAL INFORMATION/REQUIREMENTS:**

1. **ALLOWANCES (Construction Related):** During the course of this project you will be using portions of the Allowance, which was initially deducted from your contract when you figured out your DBE requirement. As the allowance is used on the project, it is to be added back into the total contract price. An exception would be if the allowance being used is such that the DBE(s) cannot handle any portion of the work, the total contract amount will remain the same. In this case, it is necessary for the prime contractor to contact CBDP office immediately by phone and provide the dollar amount involved and the reasoning for DBEs not being utilized. In addition, a follow-up letter documenting the information is required.
2. **CHANGE ORDERS:** Any prime contractor receiving additional work on the contract in the form of change orders, etc., will be expected and required to increase the amount of DBE participation proportionally. Any time you receive additional work of any type, the prime contractor is required to contact the CBDP office immediately.
3. **WRITTEN CONTRACTS WITH DBEs:** In order to avoid problems at a later date, CBDP requires that prime contractors enter into a contract (please send a copy to CBDP) with the DBE subcontractor(s), spelling out specifically the work to be accomplished and for the dollar amount specified in this form. Also included in the contract will be the method of retainage, which is to be based on the same percentage that will be retained by the County from the prime contractor's contract. When the County reduces the amount of retainage, a like reduction should be retained from the payment to the DBE. ***By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract. VIOLATION OF THE TERMS OF THE AFFIDAVIT WILL BE GROUNDS FOR TERMINATION OF YOUR CONTRACT.***
4. **DBE UTILIZATION REPORTS:** A DBE Utilization Report must be submitted with each payment application for the previous period's activity, even if no activity took place during the period being reported. CBDP may request that payments be withheld to the prime contractor who is not in compliance.
5. **SUBSTITUTIONS, DBEs SUBCONTRACTING THE WORK, TRUCKING FIRMS:** The prime contractor must submit a written request for substitution, specifying the reason for the request. Approval must be obtained prior to making substitutions. Requirement to notify and obtain approval from the CBDPOffice if DBE subcontractors will further subcontract out work on this project. In the case of DBE

trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the fee or commission will be counted for DBE crediting.

6. **PAYMENT APPLICATIONS:** DBE Utilization Reports (DBD-016PS form) must be submitted with each and every Payment Application including invoices. These reports must cover the period from the start of the project to the end of each period covered by payment applications being submitted, until the end of the contract when the last payment application is submitted. The department contract administrator will reject payment applications that are not in compliance with this section.

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

DBD-014

Revised 03/05/04



Consultant/service provider: \_\_\_\_\_ Project Title: \_\_\_\_\_

**SUBCONSULTANT 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.**

(✓)*	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.

**SUBMIT WITH ALL YOUR  
PAYMENT APPLICATIONS**

cc: CDBP, 2711 W Wells St

Milwaukee WI 53208

**DISADVANTAGED BUSINESS ENTERPRISE  
PROFESSIONAL SERVICES "DBE" UTILIZATION REPORT\***

NAME OF CONSULTANT \_\_\_\_\_ TELEPHONE NO. ( ) \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ (ZIP CODE) \_\_\_\_\_

PROJECT TITLE \_\_\_\_\_ PROJECT # \_\_\_\_\_

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

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

COUNTY PROJECT/CONTACT PERSON \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

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

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

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

Report Prepared by: \_\_\_\_\_ Approved by: \_\_\_\_\_

See next page for directions for completing this report.

\*\*If the % DBE completion is less than the % contract completion, please attach an explanation as to why the DBE requirements are not being met at this time.

## DIRECTIONS FOR COMPLETING THE "DBE" UTILIZATION REPORT

This report must be submitted with each payment application.

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

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

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



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

**“DBE” SUBCONSULTANT PAYMENT CERTIFICATION**

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

County Department Issuing Contract/Project \_\_\_\_\_

Contract/Project Title \_\_\_\_\_

**DBE Firm:** \_\_\_\_\_

**Project No.** \_\_\_\_\_ **Project Name:** \_\_\_\_\_

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

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

Date \_\_\_\_\_, 20\_\_\_\_

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

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

Date \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Prime Consultant/Contractor's Signature)

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

\_\_\_\_\_  
(DBE Subconsultant/Subcontractor Signature)

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