

Milwaukee County



Information Management Services Division RFP for Local Network Services

REQUEST FOR PROPOSAL
DUE DATE: August 18, 2009

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1. General Information

1.1. Purpose of this Request-for-Proposal (RFP)

Milwaukee County has designed this RFP for the potential procurement of various local telecommunications services. Elsewhere in this document the County describes its current telecommunications environment, as well as the terms and conditions under which it will procure these telecommunications services. The basic services included in this procurement are:

- 1.1.1. Connectivity to the Public Switched Telephone Network (PSTN), digital and analog trunks, and POTS lines.
- 1.1.2. Local PSTN calling services, primarily Message Units, associated with the various types of PSTN connectivity; and,
- 1.1.3. Private Line and Local Exchange Access digital facilities.

1.2. Current Contractual Agreements

Some of the services described in this RFP are currently under contractual agreements with AT&T. These agreements have a variety of terms and conditions restricting the termination of the agreements. Therefore, the County may not begin purchasing all services under this procurement simultaneously. Some services may be implemented after the inception of the agreement, and further, the County may elect to add or delete services during the term of the agreement. **However, it is the intent of the County in this procurement to obtain all services during the term of this new agreement with such timing as to make the provision of all of the above detailed services co-terminus, and at the prices specified in this proposal.**

1.3. Customer

The contracting entity for this RFP is the Information Management Services Division (IMSD) of Milwaukee County. Providing consulting assistance to IMSD is Technical Design Services, Inc. (TDSi). The RFP Project Manager for this procurement is:

Ben Lackey
Milwaukee County – IMSD
2711 West Wells Street
Floor 7
Milwaukee, WI 52333
Ben.lackey@milwcnty.com

The principal technical contact for this RFP is:

Tim Taff
Technical Design Services, Inc.
414-476-1591
ttaff@technicaldesigns.com

1.4. Users of Proposed Services

IMSD does not directly manage telecommunication services for various entities within Milwaukee County such as the Airport. Other entities – the Transit System and the Museum – have negotiated separated agreements and their current services not itemized under this procurement. IMSD cannot commit to either revenue volumes or exclusivity for these entities, but will enter into this agreement based on the services and quantities outlined in Table 6.6. However, all pricing, rates, discounts, terms and conditions of this procurement must be extended to all governmental entities in Milwaukee County as specifically authorized by IMSD.

1.5. Time Frame for RFP

Table 1.5 details the time frames for vendor activities for this procurement.

Table 1.5 – Project Timeline

Activity	Due Date
RFP made available by the County	July 15, 2009
Deadline for submission of vendor written questions & Letter of Intent to Propose	July 29, 2009
Response to questions by the County (estimated)	August 3, 2009
Deadline for Submission of Vendor Proposals - Hardcopy required	August 18, 2009 (2:00 pm CDT)
Contract Award (estimated)	October 1, 2009

1.6. Term of Agreement

The County will consider both a 36-month option and a 60-month option for the initial term of the agreement. Subsequent to the initial term, the agreement must be annually renewable, at the terms and rates in place at the time of the renewal, and at the sole discretion of the County, for a minimum of two (2) 12-month periods. Further, the agreement must also be extendable on a month-to-month basis for up to 12-months subsequent to the expiration of the initial or extended term, at the terms and rates in place at the time of the extension, and at the sole discretion of the County.

1.7. Goals of This Procurement

The goals of this procurement are:

- 1.7.1. Cost Reduction – The County is interested in reducing the cost of telecommunications services, particularly local message unit and digital trunking costs.
- 1.7.2. Improved Services – The County is interested in developing faster and more efficient ways to interact with service providers, particularly in the areas of ordering and trouble reporting.
- 1.7.3. Enhanced Capability to Migrate to Evolving Technologies – The County is interested in using this procurement to assist in the process of moving from a

traditional switching environment to new evolving technologies, as they become available, to increase efficiency and flexibility to its end users.

1.8. Disadvantaged Business Enterprise (DBE)

- 1.8.1.** The successful service provider shall comply with Department of Transportation Federal Guidelines CFR 49 Part 23 and 26 and Chapters 42 of the Milwaukee County Ordinances which requires Good Faith Effort (GFE) to achieve participation of certified Disadvantaged Business Enterprise (DBE) firms on all Milwaukee County funded service contracts. In accordance with this Milwaukee County policy, the service provider shall ensure that DBEs have an opportunity to participate in this contract.
- 1.8.2.** 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.
- 1.8.3.** The Community Business Development Partners (CBDP) Office of Milwaukee County is authorized to make the determination that service provider has made a good faith effort (GFE) to achieve the required DBE participation by doing either of the following:
 - 1.8.3.1.** Showing evidence that it has met the DBE participation by submitting a complete Commitment to Subcontract to DBE Firms (DBD-014 form); or
 - 1.8.3.2.** 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 service provider must submit the Certificate of Good Faith Efforts (DBD-001 form) and all relevant documentation with their proposal.
- 1.8.4.** The efforts employed by the service provider should be those that one could reasonably expect a service provider to take if the 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 provide guidance regarding GFE. Refer to Milwaukee County DBE Provisions governing GFE attached to this document.
- 1.8.5.** In the event the CBDP Office determines that the service provider has failed to meet the GFE requirements, the 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

- 1.8.6.** This project has a DBE goal of 25.89%.
- 1.8.7.** Prime 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 service provider is not able to meet the DBE goal the service provider must submit a complete the 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):
- 1.8.7.1.** Name(s) of DBE(s) firm(s) being considered for utilization.
 - 1.8.7.2.** Description of services that will be provided by the DBE(s).
 - 1.8.7.3.** Percentage of the work assigned to the DBE(s). Also, include dollar amount.
- 1.8.8.** When evaluating a service provider's proposed DBE commitment (DBD-014 form), Milwaukee County reserves the right to request any documentation from both the prime service provider and the listed DBE subcontractors. If the information requested is not submitted by the service provider within the time specified for such submission, Milwaukee County may award the contract to the next lowest responsive, responsible proposer.
- 1.8.9.** The 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.
- 1.8.10.** 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 service provider and DBE sub-consultant(s), documentation that would indicate level of compliance. If the service provider is not in compliance with the specifications, the County will notify the service provider in writing of the corrective action that will bring the service provider into compliance. If the service provider fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:
- 1.8.10.1.** Terminate or cancel the contract, in whole or in part.
 - 1.8.10.2.** Remove the service provider from the list of qualified service providers and refuse to accept future proposals for a period not to exceed three (3) years.

- 1.8.10.3.** Impose other appropriate sanctions, including withholding any 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.
- 1.8.11.** If the service provider has completed its contract, and the goal was not met due to an absence of good faith on the part of the 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 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.
- 1.8.12.** Each prime 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). Service providers receiving additional work on the contract in the form of addendum, etc. shall be expected to increase DBE participation proportionally.
- 1.8.13.** 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, or one of the Wisconsin Unified Certification Program Approved Certifiers (WisDOT, City of Madison, and Dane County) prior to the proposal due date may be listed on the "Commitment to Subcontract with DBE Firms" form and counseled 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 Wisconsin DOT Civil Rights Compliance UCP Directory. The directory can be viewed at www.triconsultants.com/wisdot/Reports/WisDOTUCPDiretory, scroll down the page and click on 'UCP Directory.' Here you can customize your search by work classification categories, area, company name, or NAICS code. When you have narrowed your search, click on 'Submit' and the directory information will appear in the format you selected. If you need additional assistance related to certified DBE firms, contact the CBDP Certification Section at (414) 278-4747.
- 1.8.14.** Prime 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.

- 1.8.15.** Prime 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.
- 1.8.16.** Listing a DBE on the Commitment to Subcontract to DBE Firms Form shall constitute a written representation and commitment that the prime 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 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.
- 1.8.17.** Prime service provider must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, or if the prime service provider has a problem in meeting the DBE goal, or any other problem relative to the DBE goal requirement, the prime service provider shall immediately contact the CBDP Office at (414) 278-5248. If needed, prime service provider 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 service provider.
- 1.8.18.** 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.
- 1.8.19.** Appendix 1 contains DBE Forms and explanatory information.

1.9. News Releases

News releases pertaining to this RFP or to the acceptance, rejection or evaluation of proposals shall not be made without the prior written approval of Milwaukee County.

1.10. County Reservation

The County reserves the right to reject any and all proposals at the sole judgment of the County, and also reserves the right not to make any award. The County also reserves the right to reduce the scope of the project at the time of award in order to remain within the authorized budget, and/or to complete the most significant parts of the project on a timely basis. At any time before the proposals are due, whenever the County deems appropriate, the County may, upon reasonable notice, make any change, addition and/or deletion to any term, condition, criteria, requirement, time frame and/or specification of this RFP and/or any aspect related to this RFP.

1.11. RFP Response Signature

To be accepted, a response must be signed by an agent of the Proposer – See Section 8. A signatory must be one of the following:

- 1.11.1. An officer of the corporate Proposer who is authorized to sign contracts on behalf of the Proposer;
- 1.11.2. A principal of a proposing partnership; or
- 1.11.3. An individual who is properly authorized by power of attorney, or equivalent document, that is submitted to the County with, or prior to, the submission of the response.

1.12. Response Validity

All responses to this RFP must be valid for at least 180 days from the proposal due date.

2. Current Telecommunications Environment

2.1. Telephone Systems

The County owns and administers a number of telephone systems. The County also utilizes a number of RPE systems extended from the primary Nortel systems, and utilizes local trunking provided through the host switch. Table 2.1 summarizes these systems.

Table 2.1 – Telephone Systems

Location	Address	System	Connectivity	Stations	NNXs
Courthouse Complex	901 N. Ninth Street	Nortel CS 1000M Opt 81Platform Succession 4.50		3,250	278, 223, 226
Criminal Justice Facility	949 N. Ninth Street	RPE - Courthouse	Private Network	Included in Courthouse	
City Campus	2711 W. Wells Street	RPE - Courthouse	Private Network	Included in Courthouse	
Safety Building	821 W. State Street	RPE - Courthouse	Private Network	Included in Courthouse	
Coggs Building	1220 W. Vliet Street	Nortel CS 1000M Opt 81Platform Succession 5.0		1,250	289
Reuss Building	310 W. Wisconsin Avenue	RPE - Coggs	4 – T1 – Private Network by 1/1/10	Included in Coggs	
Milwaukee County Grounds	10201 W. Watertown Plank Road	Nortel CS 1000M Opt 81Platform Succession 5.0 By Q4 2009		2,050	454, 256, 257
Behavioral Health Division	10190 W. Watertown Plank Road	RPE – County Grounds	Private Network	Included in County Grounds	
Downtown - CSP	734 N. 4 th Street	RPE – County Grounds	1 – T-1	Included in County Grounds	
South Side - CSP	1201 W. Mitchell St.	RPE – County Grounds	1 – T-1	Included in County Grounds	

Zoo	10001 W. Blue Mound	Nortel CS 1000M Opt 11Platform Succession 4.5		270	771, 256
House of Correction	8885 S. 68 th St.	CS 1000M Opt 11Platform Succession 4.5		390	427, 525
Parks Maintenance	1101 N. 68 th St.	Norstar Key System		30	258
Mitchell Park Domes	524 S. Layton	Norstar Key System		30	649

2.2. Current Network Facilities and Usage

Table 2.2 summarizes the current network services of the County.

Table 2.2 – Current Network Configuration & Usage

Location	PRI Circuits	PRI D Channels	Trunk Routes	Analog Trunks / Lines	Avg. Monthly Outbound Local Calls	Avg. Monthly Local Outbound Call Minutes
Courthouse Complex	8	2	1	28	158,555	499,477
Department of Human Services	13	8	4	19	59,781	188,311
Milwaukee County Grounds	6	2	1	15	106,946	456,626
Zoo	1	1	1	9	5,007	13,149
House of Correction	1	1	1	6	19,085	72,546
Parks Maintenance				11	1,700	6,000
Mitchell Park Domes				10	1,900	6,600

2.3. Traffic Analysis

Based on the above usage information, a P.001 Grade of Service and an equal number of inbound local calls, provide a recommendation on the number of ISDN – PRI and analog trunks for each of the systems described in Table 2.2.

2.4. Diagram

The diagram below is a graphic depiction of the major County locations.

Current Milwaukee County Network - July 2009

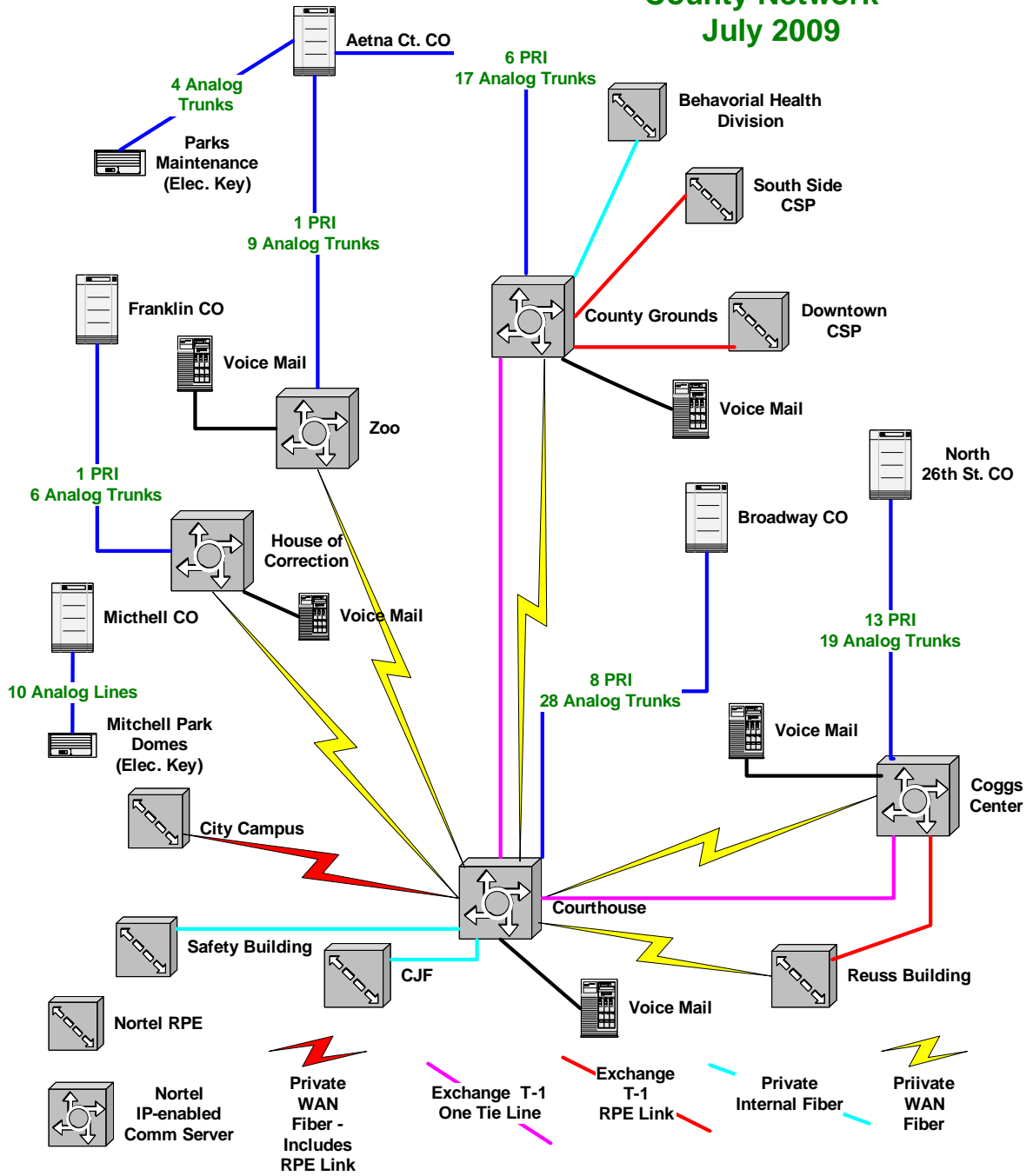
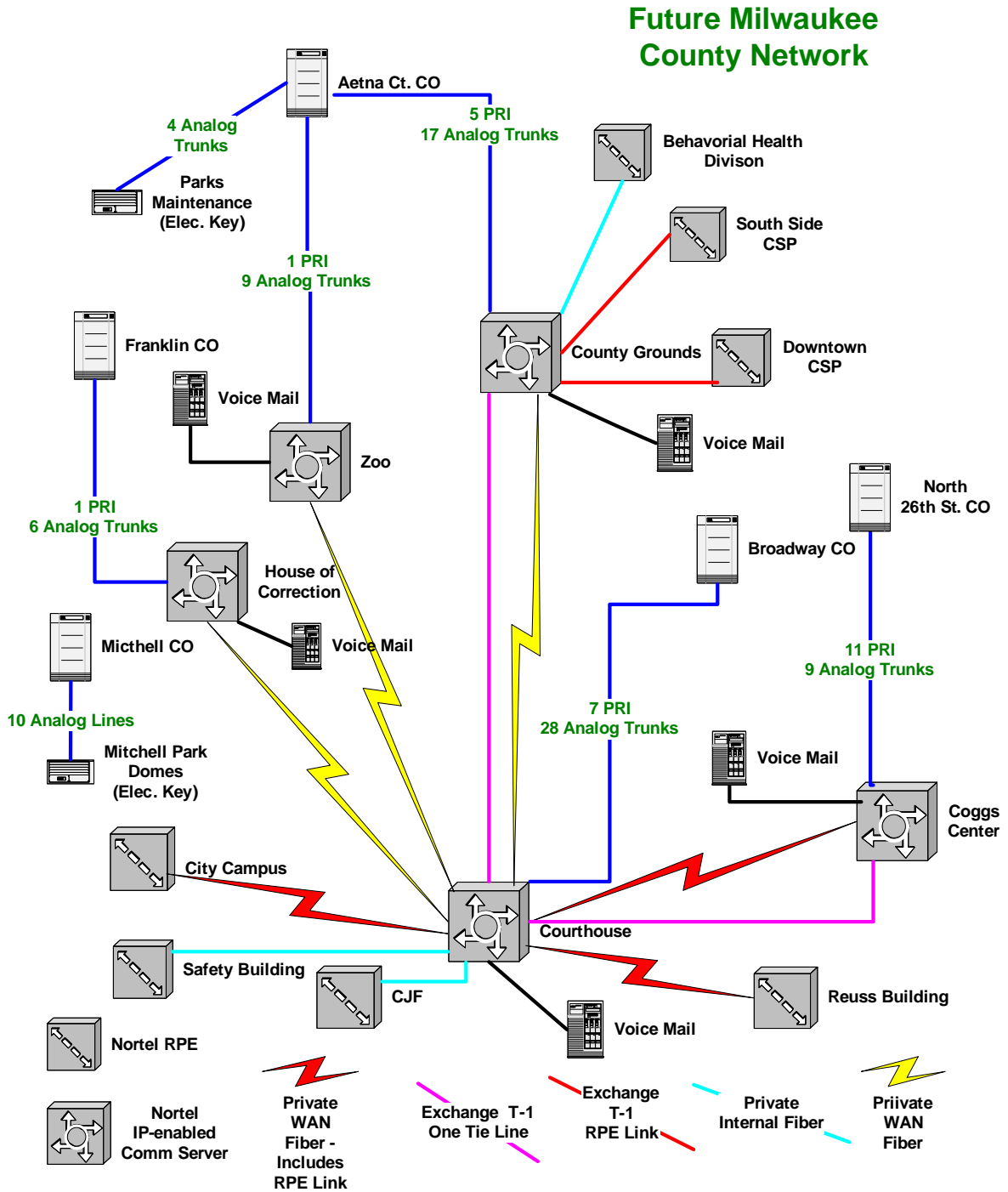


Diagram 2.4 – Current Network Depiction

2.5. Future Network

The diagram below is a graphic depiction of the major County locations, after deployment of the services specified in Section 6.

Diagram 2.5 – Future Network Depiction



2.6. Other Services – Exchange T-1

The County deploys a number of Exchange T-1 between various locations. These locations include all items depicted in Table 2.4 and listed in Table 6.5. The County would also be interested in a fixed monthly pricing for all Exchange T-1 services installed between any two end-points in Milwaukee County. These T-1 services could be implemented at any time during the term of agreement and be removed at the end of the term agreement without penalty. Please comment on the providers capability to deliver this service.

3. Instructions to Proposers

3.1. Questions

Any questions concerning this RFP must be submitted in writing, via e-mail or fax, on or before July 29, 2009 to:

Tim Taff
Technical Design Services, Inc.
414-476-5780 (fax)
ttaff@technicaldesigns.com

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should immediately notify the above named individual of such error and request modification or clarification of the RFP document.

3.2. Letter of Intent to Propose

- 3.2.1. A letter indicating the Proposer's intent to respond to the RFP must be received by the RFP Project Manager at the address specified in Section 1.3 not later than 5:00 p.m. CDT, July 29, 2009. Receipt of the Intent to Propose will ensure the Proposer will receive copies of any additional information or addenda. E-mail is acceptable for the submittal of the Letter of Intent to Propose.
- 3.2.2. Submission of the Letter of Intent to Propose also constitutes the Proposer's acceptance of the procedures, evaluation criteria, and other administrative instructions in this RFP.

Each Proposer must appoint an individual to officially represent the Proposer for this procurement. Include the following information in the Letter of Intent to Propose:

- (a) Name of Vendor Representative
- (b) Name of Company
- (c) Address
- (d) Telephone Number
- (e) Fax Number
- (f) E-mail Address
- (g) Statement of Intent to Propose

Vendors may revoke their Letter of Intent to Propose at any time before the deadline for proposal submission or by not submitting a response.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP after July 29, 2009, revisions/amendments and/or supplements will be provided to **only those vendors that have submitted a Letter of Intent to Propose.**

3.3. Document Acknowledgement

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof.

3.4. General Instructions – Proposal Preparation

- 3.4.1. The evaluation and selection of a service provider and contract will be based on the information submitted in the vendor's proposal plus references and any on-site visits or oral presentations. Failure to respond to any of the requirements in the RFP may be the basis for rejecting a response.
- 3.4.2. Elaborate proposals (e.g., expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.
- 3.4.3. If a response to a requirement includes a cross reference, the cross reference must refer to a specific page and paragraph in the proposal or technical manuals (not sales brochures), in addition to a direct response to the RFP question or statement. Copies of the specified pages must accompany the proposal and be identified by the RFP section and sub-section number. In general, cross-referencing should be kept to a minimum, and cross-referencing an entire chapter or section consisting of numerous pages is not acceptable. If a Proposer insists on poor cross-referencing techniques, they run the risk of failing a mandatory requirement.
- 3.4.4. Milwaukee County is not liable for any cost incurred by Proposers in replying to this RFP.

3.5. Submitting the Proposal

- 3.5.1. Proposers must submit an original and five (5) copies of all materials required for acceptance of their proposal by the deadline shown on the Request for Proposal form to:

Milwaukee County Clerk – Local Network Services Proposal
901 North Ninth Street
Room 105
Milwaukee, WI 53233

- 3.5.2. Proposals must be received in the above office **by 2:00 pm, CDT, August 18, 2009**. All proposals will be time-stamped by the Milwaukee County Clerk at the time of delivery. Late proposals may not be accepted. Receipt of a proposal by the County mail system does not constitute receipt of a proposal by Milwaukee County for purposes of this RFP.
- 3.5.3. All proposals must be packaged, sealed and show the following information on the outside of the package:
 1. Proposer's name and address
 2. Request for Proposal title
 3. Proposal due date

3.6. Proposal Organization and Format

- 3.6.1. The main body of each proposal must be presented in two volumes, Technical proposal (Volume 1) and Cost proposal and financial documentation (Volume 2). The main body of the proposal shall contain the response to the requirements specified in the RFP. Volume 2 of the proposal, submitted separately from Volume 1, is to include all costs of equipment and services as required in Section 6 of this RFP.
- 3.6.2. One (1) original and five (5) copy sets of Volume 1 and one (1) original and five (5) copy sets of Volume 2 of the proposal, the transmittal sheets and the appendices must be submitted. Both volumes 1 and 2 shall contain an executive summary.
- 3.6.3. **NO PRICE INFORMATION SHALL BE INCLUDED IN EITHER THE EXECUTIVE SUMMARY OR VOLUME ONE CONTAINING THE TECHNICAL/MANAGEMENT RESPONSE TO THE PROPOSAL. THE INCLUSION OF PRICE INFORMATION IN ANY SECTION OF THE PROPOSAL EXCEPT VOLUME 2 OF THIS RFP MAY RESULT IN THE REJECTION OF THAT PROPOSAL.**
- 3.6.4. Proposals must be typed, single-spaced and submitted on 8.5 by 11-inch paper bound securely in back-bound D-ring binders. Additionally, the Proposer shall submit two (2) electronic copies on CD in Microsoft Word. All proofreading and notation marks must be deleted from the electronic and paper copies. Proposals must be organized and presented in the order and by the paragraph numbers assigned in the RFP. Each Section must be responded to directly beneath corresponding section of the RFP. Proposals must be organized with the following headings and subheadings, and responses extending beyond one page must be adequately referenced on subsequent pages for easy identification. Each heading and subheading must be separated by tabs or otherwise clearly marked.
- 3.6.5. Additional technical information, equipment specifications, operating documentation of a detailed nature, and similar material may be submitted in separate volumes, and identified as Volume 3, 4, 5, etc. at the Proposer's option. This information must be clearly marked as to its contents and purpose, and shall be referenced in detail in the main body of the proposal.
- 3.6.6. Multiple proposals from a vendor will be permissible. However, each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc. on each page included in the response. Multiple proposals cannot include cross-references. Alternate acquisition plans do not constitute multiple proposals.
- 3.6.7. Selected vendors may be required to make oral presentations and/or site visits to supplement their proposals, if requested by the County, at the vendor's expense. The County will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the Proposer. Failure of

a Proposer to conduct a presentation on the date scheduled may result in rejection of the vendor's proposal.

3.7. Contractual Response

Proposers are expected to indicate their compliance with all items under Section 7 -- General Terms and Conditions. If the vendor is unable to comply with any of the terms and conditions, the vendor is to indicate the exceptions and/or alternate language for consideration. Submission of any standard vendor contracts as a substitute for the County's terms and conditions is not a sufficient response to this requirement and may result in rejection of the proposal. Further, additional technical/administrative points may be awarded to Proposers that accept the County's terms and conditions without exception. The County reserves the right to negotiate contractual terms and conditions when it is in the best interest of the County.

3.8. Evaluation and Selection Process

3.8.1. Preliminary Evaluation

The proposals will first be reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements may result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, the County reserves the right to continue the evaluation of the proposals and to select the proposal that most closely meets the requirements specified in this RFP. Mandatory requirements are labeled (m). Vendors must comply with all requirements in all paragraphs labeled (m), and indicate compliance with a thorough written, documented explanation. Desirable requirements are labeled (d). Vendors shall respond to all requirements in all paragraphs labeled (d) with a thorough, written positive or negative response and explanation. Information provided to aid the Proposer, requiring no proposal response, is labeled (i).

3.8.2. Proposal Scoring

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references, request oral presentations, and conduct an on-site visit and use the results in scoring the proposals. The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received.

3.8.3. Right to Reject Proposals and Negotiate Contract Terms

The County reserves the right to reject any and all proposals. The County may negotiate the terms of the contract, including the award amount, with the selected Proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring Proposer, the County may negotiate a contract with the next highest scoring Proposer.

3.8.4. Evaluation Criteria

The proposals will be scored based on the following criteria and weighting.

Table 3.8.4 – Evaluation Criteria & Weighting

	Description	Percent
General Requirements (30%)		
	Experience	15%
	Staff Qualifications	5%
	References	5%
	Quality of Response	5%
Technical Requirements (30%)		
	Network Reliability / Redundancy	10%
	Required Transition Resources	10%
	Support	10%
Cost (40%)		40%
TOTAL		100%

3.8.5. Award and Final Offers

The award of this procurement will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible Proposer. Alternatively, the highest scoring Proposer or Proposers may be requested to submit best and final offers. If best and final offers are requested, they will be evaluated against the stated criteria, scored and ranked. The award will then be granted to the highest scoring Proposer.

4. General Requirements

4.1. Organization Capabilities

- 4.1.1. (m) Provide the following:
 - 4.1.1.1. Company Name
 - 4.1.1.2. Company Address
 - 4.1.1.3. Principal Location Providing Service under this Proposal
 - 4.1.1.4. Principal Company Contact for this Proposal
 - 4.1.1.4.1. Mailing Address
 - 4.1.1.4.2. Telephone Number and Fax Number
 - 4.1.1.4.3. E-mail Address
- 4.1.2. (m) Provide the following
 - 4.1.2.1. Number of years Proposer has been providing local telephone network services.
 - 4.1.2.2. Number of years Proposer has been providing local telephone network services in Milwaukee County.
 - 4.1.2.3. Number of current customers in Milwaukee County.
 - 4.1.2.4. Discussion of the current financial status of the Proposer organization, included, but not limited to any bankruptcy filings in the last five (5) years by the Proposer, subsidiaries of the Proposer or franchisees of the Proposer organization.
 - 4.1.2.5. A copy of the Proposer's latest Annual Report or audited financial statements.
- 4.1.3. (m) Provide the following
 - 4.1.3.1. Provide detailed information on the firm's five largest clients in Southeastern Wisconsin
 - 4.1.3.2. Provide detailed information on large clients served out of the proposed switching systems (Central Offices)
 - 4.1.3.3. The above information should be consistent with the reference tables in Section 4.3
- 4.1.4. (m) Describe the firm's experience and capabilities in providing local services to customers requiring:
 - 4.1.4.1. More than 10 PRI circuits;
 - 4.1.4.2. More than 50 analog trunks; and,
 - 4.1.4.3. Local Services at more than 8 locations.

Be specific and identify locations, dates, number of lines, number of customers, etc.

- 4.1.5. (m) Provide a detailed listing of any other businesses involved in providing services as part of your proposal. Describe the business and financial relationship between the Proposer and any other organizations providing services under this proposal. This includes any subcontractors, business partners, consortium arrangements, or any other contractual obligations between the Proposer and any other business to provide any services under this proposal. Be specific concerning the duties, responsibilities and involvement of all businesses associated with this proposal, particularly concerning implementation responsibilities, project coordination, etc. The County will require the right of approval of any sub-contractors through the term of the agreement.
- 4.1.6. (m) Clearly define the Proposer's legal status as a provider of Local, Digital Subscriber Line, Point-to-point and Access Services. If the Proposer is a Competitive Local Exchange Carrier (CLEC) provider must:
- 4.1.6.1. Describe graphically and in detail the method of interconnection to the Local Exchange Carrier for local call origination and termination.
- 4.1.6.2. Provide a network map of Milwaukee County clearly indicating switching centers, points-of-presence, and interconnection locations with the ILEC, and a comparison of that network to the existing "metro plan" coverage of the Incumbent Local Exchange Carrier (ILEC) – AT&T. We understand this information may be somewhat proprietary however this information is critical to the evaluation of the proposal. Submittals without this information may not be considered.
- 4.1.6.3. Provide documentation substantiating compliance with all Wisconsin Public Service Commission and FCC regulations regarding the Proposer's status in providing local exchange services.
- 4.2. Staff Qualifications**
- 4.2.1. (m) Provide resumes describing the educational and work experiences for each of the key staff who will be assigned to the County as the account representative, the implementation manager, and support and technical personnel. Provide specific information on the experience, length of service with the Proposer's organization and proposed role of each of these individuals.
- 4.2.2. (m) Provide information on the staffing and qualifications of the remote personnel responsible for support, administration and maintenance. Be specific about personnel associated with additions, moves, changes, system monitoring, dispatch personnel, technical support and billing.
- 4.3. References**
- (m) Using the Tables provided below, proposals must include a list of at least five (5) organizations that can be used as references for work performed in the area of service required. **Clearly describe the services provided to these current customers, expanding the last line item of each of the reference tables as necessary. It is to the advantage of the proposer to provide thorough, detailed information on the references.** Selected organizations may be

contacted to determine the quality of services provided and personnel assigned to the implementation and on-going support of the proposed services. The results of the references will be used in scoring the written proposals. The County reserves the right to contact any users of Proposer's products and services, including users not listed as references, to determine the quality of service and support performance. **Vendors that are providing, or have provided, service to any Milwaukee County site may not use Milwaukee County as a reference.**

Reference #1	
Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Length of Time as Customer	
Number of PRI Circuits	
Description of Services Provided	

Reference #2	
Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Length of Time as Customer	
Number of PRI Circuits	
Description of Services Provided	

Reference #3	
Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Length of Time as Customer	
Number of PRI Circuits	
Description of Services Provided	

Reference #4	
Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Length of Time as Customer	
Number of PRI Circuits	
Description of Services Provided	

Reference #5	
Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Length of Time as Customer	
Number of PRI Circuits	
Description of Services Provided	

4.4. Alternative Opportunities

(d) Describe the capabilities of the Proposer's organization to assist the County through the provision of alternative technical, management and support resources. This area could involve a variety of alternative services. Listed below are several examples of potential alternative opportunities, but the list is not meant to be specific or limiting.

- 4.4.1. Outsourcing of pieces and portions of the telecommunications management functions of the County, as an example, resources available to offer a Managed Services arrangement for County voice and data systems and services.
- 4.4.2. The County is interested in procuring specific services under this RFP, but is also interested in developing long-term relationships with business partners to provide ever-increasing efficiency and flexibility in the provision of services. Provide specific comments on the capabilities of the Proposer organization to assist the County in the area of "alternative opportunities". Please be creative.

5. Technical Requirements

5.1. Local Services

- 5.1.1. (m) Provide the name of the manufacturer, model number, current software release, and street address location of the switching system(s) used to provide the proposed local services to the locations listed in Table 2.1.
- 5.1.2. (m) For ISDN – PRI local calling services, provide the following:
 - 5.1.2.1. Average call set-up time in seconds.
 - 5.1.2.2. Percentage of call completions in the busy hour.
 - 5.1.2.3. Timing of calling billed on a per minute basis, i.e., 6-second increments, 1-second increments, etc.
- 5.1.3. (m) Provide complete compatibility with all E911 emergency notification networks within the geographical areas being proposed. Include detail on the connectivity to the public network and local PSAP(s).
- 5.1.4. (m) Explain, in detail, the policy of the Proposer regarding ongoing feature enhancements, software updates, software additions, and right-to-use fees to the current feature set of the proposed central office system(s). Specifically address:
 - 5.1.4.1. The last date the proposed serving local services switching system(s) was updated, and general timetables for future feature enhancements and software updates;
 - 5.1.4.2. The Proposer’s policy on providing customer requested feature enhancements; and
 - 5.1.4.3. The Proposer’s policy on the “pass through” of software and feature enhancement costs to the County.
- 5.1.5. (m) The Proposer must provide interLATA and IntraLATA switched long distance access to the carrier of the County’s choice. Detail the availability of selecting different carriers for intra and interLATA service, a function often described as “2-PIC”. Provide information on procedures and systems to prevent unauthorized PIC changes, often referred to as “slamming”.
- 5.1.6. (m) Describe in detail the operator services available and specific information on the actual provider of the service, under the proposed system. The County requires a 7x24 live answer of dial “9-0”. The County expects this service to be included in the local service line rate costs.
- 5.1.7. (m) The switching system(s) utilized to provide the proposed services will maintain at least a P.01 Grade of Service (GOS), based on daily busy hour traffic, for all direct inward and outward dialing trunk groups. Further, the Proposer will provide written documentation to the County on a monthly basis that this requirement is being met.
- 5.1.8. (m) The Proposer shall provide network intercept to recorded announcements as an inherent network capability when a call or call-attempt cannot be

completed. The County expects this service to be included in the local service line rate costs.

- 5.1.9. (m) The Proposer shall provide security-related services within its network. Security-related service support is directed at ensuring availability of service, confidentiality, and data integrity of both the Proposer's transmission systems and databases being maintained by the Proposer in support of the County's interests. Best commercial practices are expected relative to the security requirements of this section. Further, the Proposer shall provide confidentiality protection for sensitive information maintained in the network such as subscriber profiles, billing data, network performance statistics, and network vulnerabilities. The Proposer will hold confidential all database information and not supply any such information to other parties. The Proposer will also indemnify the County against any third-party billing associated with the system that the County has not specifically authorized in writing. Document compliance with all security issues.
- 5.1.10. (m) The Proposer shall provide access controls to protect the network management systems and switching systems from attacks via publicly accessible ports on "end" devices, such as PBXs, routers, and packet switches or from ports on end devices that may be accessed via the public switched network (e.g., maintenance ports). Further, The Proposer shall provide access controls to ensure that only authorized Proposer personnel and County personnel have access to network management information. The Proposer will also provide systems to ensure that orders for moves, changes, additions and deletions to the system will be accepted from only individuals authorized by the County.
- 5.1.11. (m) Describe in detail how the proposed system could prevent collect calls from being completed to any specific DID and/or business line telephone numbers designated by the County as disallowed from accepting collect calls.
- 5.1.12. (m) Describe in detail how the proposed system will allow for the blocking of calling line identification on specific lines, and stations behind PBX systems utilizing PRI services, designated by the County as requiring this service.
- 5.1.13. (m) The County is particularly concerned about local network reliability and "up-time" from the County's systems to access the local network services provider and in the local network service provider's switched network. Therefore, provide the following:
- 5.1.13.1. Describe the capabilities of the Proposer to recover from loss of a specific switching system supplying local PSTN services. Be specific about contingency plans, replacement availability, manufacturer support, etc.
- 5.1.13.2. Describe the capabilities of the Proposer to recover from a local network outage of the local PSTN services. Be specific including the re-routing of calls, SONET availability, SONET node restoration, technician and equipment availability, etc. We understand this information may be somewhat proprietary, however this information is

critical to the evaluation of the proposal. Submittals without this information may not be considered.

- 5.1.13.3. Detail, in graphic form, the connectivity from each of the County's locations at which PRI service will be installed, to the Proposer's network. If the connectivity includes SONET capability, clearly indicate the node locations of the Proposer's network.
- 5.1.14. (m) The County requires 7x24 maintenance service on the proposed PSTN local services system. Describe in detail how the PSTN local services system will be monitored and maintained, on-site or remote, and provide mean-time-to-failure information on relevant switching components. Also provide documentation on response times to major and minor failures. **The County desires no more than a 2-hour maximum response time to any PRI failure.**
- 5.1.15. (m) Provide the following information.
 - 5.1.15.1. Location of all repair centers from which technicians are dispatched within a 25-mile radius of the County Courthouse location.
 - 5.1.15.2. Indicate the number of certified technicians currently assigned to each of the repair centers listed in 5.1.15.1.
 - 5.1.15.3. Describe the process by which the County will report a service outage and/or repair situation.
- 5.1.16. (m) In the provisioning of ISDN – PRI services for the systems listed in Table 2.2, clearly describe the capability of the proposed services to share “D” channels across multiple 24-channel circuits. Provide complete information on the number of circuits that can share a single “D” channel, and any degradation of service associated with shared “D” channels.
- 5.1.17. (m) In the provisioning of ISDN – PRI services for the systems listed in Table 2.2, clearly describe the capability of the proposed services to provide back-up “D” channels. Provide complete information on the process of configuring back-up “D” channels and any loss of services associated with conversion from a failed primary “D” channel to the back-up.

5.2. T-1 Point-to-Point Services

- 5.2.1. (m) The County currently utilizes T-1 Point-to-Point services within Milwaukee County - refer to Diagram 2.4. Provide a complete description of the Proposer's access service and private line capability with the County.
- 5.2.2. (m) Is the proposed T-1 Point-to-Point service being re-sold, or is the service a facilities based offering of the Proposer? If it is being re-sold, provide specific documentation on the actual facilities based provider and the specific business relationship between the Proposer and the facilities based provider.
- 5.2.3. (m) The County requires 24x7 maintenance service on the proposed Access services. Describe in detail how the Access services system will be monitored and maintained, on-site or remote, and provide mean-time-to-failure

information on relevant switching components. Also provide documentation on response times to major and minor failures.

5.3. Support Services

- 5.3.1. (i) The services required in Section 5.3 will apply to all services detailed above.
- 5.3.2. (m) Clearly describe the options available to the County in billing formats. Provide printed versions of specifically what these billing formats will look like.
- 5.3.3. (m) The County desires clear detail of all cost information on a billing unit basis. The County is not interested in dealing with acronyms, USOC codes and/or undefined “miscellaneous” billing categories.
- 5.3.4. (m) Proposer must provide, and update on a monthly basis, a detailed manual of emergency and support contact names and telephone numbers, escalation procedures, feature access codes per central office and basic administrative information for all proposed systems.
- 5.3.5. (m) Implementation of agreed upon services shall begin immediately upon contract award. The County and the successful Proposer will establish a mutually agreed time frame to begin planning for the implementation of services within 15 days of contract award.
- 5.3.6. (m) Please respond to the following, based on the level of service the County can expect from the Proposer.

Table 5.3.6 – Maintenance Activity

Service	Maintenance Activity	Mean-time to Repair (hours)	% of Troubles Cleared in 8 Business Hours
Local Service	Repair of 1 Business Line / Trunk		
	Repair of a PRI		
Centrex	Repair of 1 line		
	Repair of 5 lines at a single location		

- 5.3.7. (m) Please respond to the following, based on the level of service the County can expect from the Proposer.

Table 5.3.7 – Order Activity

Service	Order Activity	Normal Interval (days)	% of Orders Completed in Normal Interval
Local Service	Installation of 1 Business Line / Trunk		
	Installation of a PRI		
Centrex	Installation of 1 line		
	Installation of 5 lines at a single location		

- 5.3.8. (m) The County is concerned about the timeliness of status reporting of active trouble tickets and the timing of escalation procedures within the proposer's organization. Address both these issues with specific detail, by service type offered, as to the level of service the County can expect from the proposer.
- 5.3.9. (m) The County is concerned about the process for confirmation of order completion. Address this issue with specific detail, by service type offered and method of notification, as to the level of service the County can expect from the proposer.
- 5.3.10. (m) The County will require a Service Level agreement with any and all selected vendors. This agreement will establish specific performance criteria associated with the various service offerings, and a method of accurately measuring performance in meeting the established criteria. If service levels fall below the established minimum performance level, the provider will compensate the County. Provide several examples, for each of the services proposed, of possible Service Level criteria and measurement techniques.
- 5.3.11. (m) The County may desire Quarterly meetings with the service provider to review provisioning, billing and maintenance performance, as well as any changes in servicing levels into the succeeding Quarter.
- 5.3.12. (m) The County will provide to the successful provider a list of contacts for various departments and groups within the County. Only the listed people will be authorized to order services and interact with the provider in the development of changes to the existing services and the provisioning of new services.
- 5.3.13. (m) The County may desire Quarterly meetings with the Account Team of the successful Proposer to review and discuss:
- 5.3.13.1. New product and service offering from the Proposer;
 - 5.3.13.2. Technology developments including non-disclosure information on current and potential future products and services;
 - 5.3.13.3. Progress of joint developments and beta testing of products and services; and

5.3.13.4. Ideas to enhance the efficiency of the County's telecommunications operations.

5.3.14. (m) If any new PRI services are installed under this procurement, the County will require an implementation that will allow for a 30-day test period for all new PRI services. During the 30-day test period the County will have the opportunity to move calling services between the new PRI services and the existing PRI services and the new PRI services must function without significant service problems, as determined by the County. If any significant service problem is encountered, upon resolution of the service problem a new 30-day test period will begin. The County will not pay for any PRI services or usage during the initial or subsequent 30-day test period.

6. Cost Proposal

6.1. Commitment Requirements

IMSD has a strong preference to provide the successful Proposer with an exclusivity arrangement for the services detailed in Table 6.5, as opposed to any commitment to revenues over the course of the agreement. Provide complete detail on the requirements of the County to obtain the proposed services.

6.2. Credits and/or One-time Compensation

The County has a preference that at least a portion of the proposed discounting of services be returned to the County in the form of either a one-time payment or a series of credits to be applied at the discretion of IMSD. Clearly detail below any proposal for credits and/or one-time compensation. The proposal will be factored into the pricing analysis.

6.3. Change of Business Clause

Given the response to Section 6.1, if revenue minimums are a requirement, the County will require a contract re-negotiation agreement if there are significant reductions in usage or services due to business changes.

6.4. Pricing Evaluation Format

In determining the cost factor listed in Table 3.8.4, the County will evaluate the total monthly cost of providing the set of services detailed in Table 6.6. The County will also review the cost of the individual services and will reserve the right to substitute the services of different vendors in a multiple vendor environment.

6.5. Monthly Cost Table

Table 6.5 – Monthly Cost

Service	Qty	36 - Month Unit Price	36 – Month Total Price	60 - Month Unit Price	60 – Month Total Price	Install Cost
<i>Courthouse</i>						
Analog Trunks	28					
DID Numbers	3,184					
Local Outbound Calls on PRI	158,555					
Local Outbound Minutes on PRI	499,477					
PRI	7					
Local Message Rate - Trunks	28					
T-1 to 10201 W. Watertown Plank Road	1					
T-1 to 1220 W. Vliet Street	1					
<i>DHS</i>						
Analog Trunks	9					
DID Numbers	1,815					
Local Outbound Calls on PRI	59,781					
Local Outbound Minutes on PRI	188,311					
PRI	11					

<i>Milwaukee County Grounds</i>						
Analog Trunks	17					
DID Numbers	3,816					
Local Outbound Calls on PRI	106,946					
Local Outbound Minutes on PRI	456,626					
PRI	5					
<i>Zoo</i>						
Analog Trunks	9					
DID Numbers	261					
Local Outbound Calls on PRI	5,007					
Local Outbound Minutes on PRI	13,149					
PRI	1					
<i>House of Correction</i>						
Analog Trunks	6					
DID Numbers	342					
Local Outbound Calls on PRI	19,085					
Local Outbound Minutes on PRI	72,546					
PRI	1					
<i>Parks Maintenance</i>						
Analog Trunks	4					
Analog Lines	7					
Local Outbound Calls	1,700					
Local Outbound Minutes	6,000					
<i>Mitchell Park Domes</i>						
Analog Trunks	0					
Analog Lines	10					
Local Outbound Calls	1,900					
Local Outbound Minutes	6,600					
Total						

6.6. Taxes, Fees and Surcharges

Provide an itemized listing of all taxes, fees, surcharges or any other costs, associated with the services proposed in Table 6.6. The listing must include the specific dollar amount of the taxes, fees, surcharges and other costs associated with each line item in Table 6.6 and a total dollar amount for all services listed in Table 6.6. Please be thorough, these costs will be used as part of the evaluation. **The County will not be responsible for the payment of any costs not accurately itemized.**

6.7. Other Discounts, Credits, Cost Offsets, and/or Financial Offers

Clearly describe any other Discounts, Credits, Cost Offsets, and/or Financial Offers associated with the proposed service, not itemized in Table 6.6. Please be detailed and specify an terms, conditions or commitments required on the part of the County.

6.8. Analog Line & Trunk Services

The County and associated entities currently utilize over 600 lines of analog line services at various locations across the County. These services are currently not under contract and could potentially be incorporated in this procurement, under the conditions described in Section 1.2. Unless there will be no usage charges, the County's preference is having an option to select either a per minute rate or a per call rate on both lines and trunks. Complete Table 6.18.

Table 6.8 – Analog Line Costs

	36-month Unit Price	60-month Unit Price	Installation Cost
Analog Trunk Line			
Analog POTS Line			
Usage Rate – per minute			
Usage Rate - per call			
Other Discount Terms			
Fees, Taxes & Surcharges			

6.9. Exchange T-1 Pricing

Section 2.6 asks for options for fixed rate T-1 pricing through the term of the agreement. If the proposer is able to provide services as described in Section 2.6 please use Table 6.9 to detail pricing of those services.

Table 6.9 – Fixed Rate T-1 Costs

	36-month Unit Price	60-month Unit Price	Installation Cost
T-1			
Other Discount Terms			
Fees, Taxes & Surcharges			

7. General Terms & Conditions

The selected vendor should be prepared to enter into a contract with Milwaukee County that will include, but not be limited to the items contained in this section. For those items that a vendor cannot comply with, a succinct explanation of how the requirement can or cannot be met must be included.

- 7.1. This RFP and the response completed by the successful proposer shall become part of the resulting contract between Milwaukee County and the Proposer.
- 7.2. Contractor affirms that to the best of its knowledge, there exists no actual or potential conflict between contractor and County, and its services under this agreement, and in the event of change in either its private interests or service under this agreement, contractor will inform the County regarding possible conflict of interest which may arise as a result of such change. Contractor also affirms that there exists no actual or potential conflict between a County employee and contractor.
- 7.3. This Agreement shall be construed in accordance with the Laws of the State of Wisconsin. Each provision contained herein is severable from the Agreement and if one or more provisions are declared invalid, the remaining provisions shall remain in full force and effect. This Agreement embodies the entire understanding of the parties in relation to its subject matter, and no other agreement or understanding verbal or otherwise relative to this subject matter exists between the parties at the time of execution of this Agreement.
- 7.4. Contractor shall assume and be solely responsible for all risk of damage or destruction of property, bodily injury, sickness, disease, or death suffered by Contractor or Contractor's employees or agents in connection with the services to be performed under the agreement caused by Contractor's negligence, or intentionally wrongful acts or omissions. Contractor shall indemnify and hold the County harmless from any claims, damages, losses or liabilities, including reasonable attorney fees and costs to the extent that they arise from the negligent or intentionally wrongful acts or omissions of Contractor and/or Contractor's employees or agents, except that there shall be no duty to indemnify against the negligence of the County or its employees.
- 7.5. Contractor agrees to maintain commercial general liability insurance, including contractual liability, with limits not less than \$1 million per occurrence and \$1 million annual aggregate; professional liability insurance, if not included in commercial general liability policy, with limits not less than \$1 million per occurrence and \$1 million annual aggregate; auto liability insurance with a combined single limit of not less than \$0.5 million per occurrence; and Workers' Compensation insurance in compliance with the appropriate State of jurisdiction to statutory limits. The County shall be added as an additional insured with respect to commercial general liability insurance. Contractor further agrees to provide evidence of such insurance prior to contract execution and to provide 30 days prior written notice of a reduction in such stated limits or reduction in coverage. This section does not reduce or limit the indemnification in Section 7.4

- 7.6. Contractor shall not use the name of the County or any of its service marks, trademarks, or trade names without the prior written permission of the County.
- 7.7. Pursuant to §56.30(6)(d) of the Milwaukee County Code of Ordinances, the Contractor 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 Contractor, 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 Contractor in performing the duties described under this contract shall subject the subcontractor and/or associates to the same audit terms and conditions as the Contractor. Contractor (or any subcontractor) shall maintain and make available to Milwaukee County the aforementioned audit information for no less than three years after the conclusion of each contract term.
- 7.8. Milwaukee County makes no guarantees regarding level of usage over a specified period of time.
- 7.9. Milwaukee County reserves the right to use other contractors as the needs of the County dictate.
- 7.10. Neither party shall assign this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld.
- 7.11. The contractor shall keep confidential and not disclose to third parties any information provided by the County or by private individuals, organizations or public agencies pursuant to this agreement, unless contractor has received the prior written consent of the County to make such disclosure. This obligation of confidentiality does not extend to information that is or shall become through no fault of contractor available to the general public. This provision shall survive expiration and termination of this agreement.
- 7.12. Contractor shall comply with all applicable federal, state, local or County laws, rules and regulations in providing the services under this agreement. Contractor shall be solely responsible for insuring that any recommendations made in connection with the contracted services comply with all applicable federal, state, local and County laws, rules and regulations.
- 7.13. Notwithstanding anything herein to the contrary, the Services provided under this Agreement shall not give rise to, nor shall be deemed to or construed so as to confer any rights on any other party as a third party beneficiary or otherwise.
- 7.14. The selected vendor must meet the following conditions prior to completion of a contract:

- 7.14.1. Vendors must maintain an office responsible for managing services provided under this agreement within one hundred (100) miles of the Milwaukee County Courthouse.
- 7.14.2. The vendor will be required to identify an account representative who will be the primary contact for services delivered under the contract resulting from this RFP. Milwaukee County will not be charged for the account representative's time.
- 7.15. County further reserves the right to terminate this Agreement at any time for any reason by giving Vendor ninety (90) days written notice by certified mail of such termination. In the event of said termination, Vendor shall reduce its activities hereunder, as mutually agreed to, upon receipt of said notice of termination. Upon said termination, Vendor shall be paid any uncontested invoices for all services rendered through the date of termination, including any retainage. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate additional monies required for the completion of the Agreement.
- 7.16. Nothing contained in this agreement shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and vendor or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, vendor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Assignment of any portion of the work by subcontract or otherwise must have the prior written approval of County. Neither vendor nor vendor's employees shall be deemed to be employees of County. County acknowledges that the services for which vendor and its employees are hereby contracted for are presently expected to be non-permanent in nature.
- 7.17. If either party is unable to perform any obligation or by reasons of any strike, act of war, government order or directive or act of God, such parties shall be excused from performance and excused from liability hereunder.
- 7.18. Vendor during the period of this contract shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who to the knowledge of vendor has a conflict of interest.
- 7.19. Vendor hereby attests that it is familiar with Milwaukee County's Code of Ethics, which states in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family may solicit or receive anything of value pursuant to any understanding that such officers or employees vote, official actions or judgment would be influenced thereby".
- 7.20. The invalidity in whole or in part of any provision of this contract shall not void or affect the validity of any other provision.

- 7.21. No waiver of a breach of any provision of this Contract shall constitute a waiver of any other breach, or of such provision. Failure of the County to enforce at any time any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- 7.22. The vendor warrants that no person or selling agent has been employed or trained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty the County shall have the right to terminate this contract in accordance with the termination clause and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 7.23. Vendor will defend the County against a claim that the services supplied hereunder infringe upon a U.S. patent and/or copyright and/or trade secret and vendor will pay any resulting damages, costs, and attorney's fees finally awarded, provided that:
- 7.23.1. The County promptly notified vendor in writing of the claim; and
 - 7.23.2. Vendor has sole control of the defense and all related settlement negotiations.
 - 7.23.3. The County shall have the right to participate in the defense where issues of County law or policy are involved.
- 7.24. Completion of the acceptance period and notification to the vendor of the County's acceptance of prescribed work, shall not preclude or prevent the County from recovering from the vendor or their surety, or both, such overpayment as it may be sustained by failure on the part of the vendor to fulfill their obligation under the contract. The vendor, without prejudice to the terms of the contract, shall be liable to the County for fraud.
- 7.25. The vendor shall be responsible for any intentional destruction, breach of confidentiality or security, which may occur as a result of an act taken during the performance of the services by the vendor, unless the said destruction or breach shall have been caused by an employee or agent of the County.
- 7.26. Whenever the vendor or the County has knowledge that any actual or potential situation exists which delays or threatens to delay the timely performance of this Agreement, the party having said knowledge shall immediately give Delay Notice thereof in writing to the other, including all relevant information with respect thereto.
- 7.27. Vendor acknowledges that vendor must complete the specified work for the stated price and no adjustments shall be made authorizing increased payments except in writing signed by the Manager, Information Management Services Division. Any changes in the proposal specification must be specifically approved in writing by both County's project manager and vendor's duly authorized officer.

- 7.28. Vendor warrants to County that qualified personnel will perform the services in a good workmanlike manner. This warranty will apply only to failures that are reported to vendor in writing within six (6) months after the date of the failure. As vendor's sole obligation, and County's exclusive remedy for failure to meet this warranty, vendor will use reasonable efforts to correct the failure provided County makes available sufficient documentation of the failure. If vendor is unable by using reasonable efforts to correct the failure within a reasonable period of time, vendor will refund to County any amounts paid by County.
- 7.29. The vendor will indemnify and save harmless the County and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the vendor, or of any of its vendors, in prosecuting work under this agreement.

NO OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WILL APPLY.

- 7.30. The contractor, lessee, offeror, supplier, purchaser, etc., agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age sex, or handicap, which shall include, but limited to: recruitment or recruitment advertising; employment; upgrading; demotion or transfer; lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. A violation of this provision shall be sufficient cause for the County to terminate the contract, lease, order, etc. pursuant to County Ordinance 56.17 – Non Discriminatory Contracts.

8. Authorized Signature

8.1. Complete the Table 8.1

Table 8.1 – Proposer Information

Table 8.1 – Proposer Information		
	Complete Company Name	
Principal Contact	Name	
	Street Address	
	Telephone Number	
	Fax Number	
	E-mail Address	
Signature	Name	
	Street Address	
	Telephone Number	
	Fax Number	
	E-mail Address	

8.2. Proposal Agreement

By signing below, proposer hereby certifies that bid has been made without any connection with any other proposer and is in all respects fair and without collusion or fraud, and it is made with the understanding that no elected officer or any other employee of any municipality has any interest, directly or indirectly unless otherwise stated. Further, Milwaukee County is authorized to perform reference checks as described in Section 4.3 of this RFP.

Authorized Signature

Company

Title

Date

Appendix 1 – 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.)

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

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

Published Announcement/Publication (please describe)	Date

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

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

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

Yes _____ No _____

Contact was made by: telephone _____ written correspondence _____

Date contacted: _____ Person Contacted: _____

C. Providing DBEs With Assistance

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

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

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

D. Soliciting Proposal/Quotes From Interested DBE Firms

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

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

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

- 10) Other comments you want Milwaukee County to consider:

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

AFFIDAVIT

STATE OF WISCONSIN)

) ss

COUNTY OF _____)

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

Signed: _____

Bidder/Authorized Representative

Subscribed and sworn to before me:

This _____ day of _____, 20 ____.

Notary Public

My commission expires _____, 20 ____.

COMMITMENT TO SUBCONTRACT WITH *DBE* FIRMS

PROJECT No.: _____ PROJECT TITLE: _____

TOTAL CONTRACT AMOUNT* \$ _____ DBE Goal:* 25.89%

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 % _____

Signature

Date

CBDP APPROVAL:

* Exclude all allowances

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

- 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.

1. 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.
1. **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.
1. **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.***
1. **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.
1. **SUBSTITUTIONS, DBES SUBCONTRACTING THE WORK, TRUCKING FIRMS:** The prime contractor must submit a written request for substitution, specifying the reason for the request. Approval must be obtained prior to making substitutions. Requirement to notify and obtain approval from the CBDP Office if DBE subcontractors will further subcontract out work on this project. In the case of DBE trucking

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

1. **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