

Request for Proposal

To Provide Custodial Bank Services For The Milwaukee County Stabilization Fund Trust

Milwaukee County Official Notice Number 6445



**Milwaukee County, Wisconsin
Department of Administrative Services
May 21, 2009**

**Proposals Due by 12:00 PM Central Standard Time
June 11, 2009**

**Please Label Proposals with Firm's Name and Address and "Proposal for Custodial
Services – Milwaukee County Stabilization Fund Trust"**

**REQUEST FOR PROPOSAL
TO PROVIDE CUSTODIAL BANK SERVICES FOR
THE MILWAUKEE COUNTY STABILIZATION FUND TRUST
MILWAUKEE COUNTY, WISCONSIN**

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MILWAUKEE COUNTY, WISCONSIN**

SECTION I. INTRODUCTION AND AUTHORITY

- A. Introduction. Milwaukee County, Wisconsin (“County”) is soliciting Requests for Proposals (“RFP”) from qualified trust companies and commercial banks (“Respondent”) for the purpose of providing custodial/safekeeping services for the financial assets of the Stabilization Fund Trust, consistent with the intent of the State of Wisconsin Statutes.
- B. Authority. Wisconsin Statutes 34.05 and 59.61 provides that a county may delegate a depository of County funds, which depository is, among other things, a state or national bank or a trust company, which is authorized to transact business in the State of Wisconsin and the institution is authorized to exercise trust powers under s. 221.0316 or Chapter 223 [Wis. Stats].

SECTION II. GENERAL PROVISIONS

- A. Terms and Definitions. For the purposes of this RFP and the ensuing Custodial Bank Services Contract, the following terms and definitions will apply, “Bank” shall refer to the institution with which Milwaukee County contracts for custodial/safekeeping services. “Agreement or Contract” shall refer to the executed Custodial Bank Services Contract. “County” shall refer to the County of Milwaukee, its departments and operations; the terms County of Milwaukee and Milwaukee County shall be synonymous within this context, as will the terms contract and agreement.
- B. Minimum Qualifications. Interested Respondents must meet all of the following criteria in order to be eligible for consideration. A failure to meet the criteria shall result in the immediate disqualification of a Respondent’s proposal. The eligible Respondent(s) must:
1. Be a trust company or a state or national bank that has the powers of a trust company and that is subject to supervision or examination by a federal agency. Under Sections 34.05 and 59.61, a county may delegate depository of County funds, which depository is, among other things, a state or national bank or a trust company, which is authorized to transact business in the State of Wisconsin and the institution is authorized to exercise trust powers under s. 221.0316 or Chapter 223 [Wis. Stats].
 2. Have at least five years of experience in providing corporate trust services and custodial/safekeeping services.
 3. Be able to provide all of the “Required Services” that are specified in this RFP.

4. The County reserves the right to request additional information as may be reasonably required to determine or further investigate the qualifications of the Respondent as deemed appropriate by the County.

C. Project Timetable. **Please label proposals with the firm’s name and address and “Proposal for Custodial Services – Milwaukee County Stabilization Fund Trust”.** Six (6) sealed copies of the proposal for custodial services shall be submitted. The fee schedule should be included with each proposal in a separate, sealed envelope. Five (5) copies must be received in the Office of the County Clerk, no later than Noon (12:00 p.m.), Central Standard Time on **Thursday, June 11, 2009**. The other copy of the proposal should be sent to the County’s financial advisor.

Five Copies of Proposal to:
Ms. Cynthia Archer, Director
c/o Milwaukee County Clerk’s Office
Courthouse, Room 105
901 North Ninth Street
Milwaukee, Wisconsin 53233

One Copy of Proposal to:
Mr. David Anderson
Public Financial Management
115 South 84th Street
Suite 100
Milwaukee, WI 53214

You must also email a copy of your proposal and fee schedule to Pamela Bryant at pbryant@milwcnty.com.

Proposals will be reviewed by a selection committee with the intent of making a formal recommendation to the County Board on July 16, 2009. Any questions regarding the request for proposal should be directed to Pamela Bryant, Capital Finance Manager of the Department of Administrative Services, Courthouse Room 308, 901 North Ninth Street, Milwaukee, WI 53233, (414) 278-4396. Interviews may be held with select firms. The anticipated schedule of events is shown below:

Timetable (subject to modification)

Event	Deadline
RFP Issuance	May 22, 2009
Proposals Due	June 11, 2009 (12:00 p.m.)
Proposals Review	June 16, 2009
Finalist Notification, Interviews, & Notification	June 17 – 22, 2009
Approval by Finance and Audit Committee	July 16, 2009
Approval by County Board	July 23, 2009

D. Right to Reject Proposal. The County reserves the right to reject any and all proposals and to waive any and all irregularities. The services specified constitute the minimum service requirements for Milwaukee County for the purpose of proposal evaluation. Proposals, which are not complete, do not meet all of the criteria, or do not address the minimum service specifications, may be rejected.

This RFP does not commit the County to award a contract, or to pay any costs incurred in the preparation of a response to this request.

- E. Evaluation of Proposals. Proposals will be evaluated by a selection committee.
- F. Expense Reimbursement. The County will not be liable for any costs incurred by Respondents in the preparation or production of the proposal nor will pre-agreement costs be authorized to any Respondent. All proposals and materials submitted in conjunction with the proposals will become the property of the County.
- G. Fees. The final fee(s) that the successful Respondent and the County agree upon shall not be increased during the entire five (5) year period covered by the agreement. Any fee schedules proposed to differ during that five (5) year period must be clarified in the RFP response.
- H. Revisions. If it becomes necessary to revise any part of this RFP or otherwise provide additional information to potential bidders, an addendum will be posted on the County's website at www.county.milwaukee.gov.
- I. Incorporation by Reference. All attachments, additional pages, addenda or explanation supplied by the vendor in the submission package will be considered as part of the RFP response. The material will be evaluated as part of the Respondent's response to the RFP and will eventually be incorporated as part of the terms and conditions of the successful Respondent's contract with Milwaukee County.
- J. Term of Contract. The successful Respondent shall enter into a contract with Milwaukee County, which shall have a term of two (2) years, with three (3) one year extensions based on the same terms, subject to the approval of the County Board or termination by either party upon 120 days prior written notice.
- K. Due Diligence. Compliance with County Ordinance 7.92 requires that banks responding to this RFP also provide a statement as to whether they file a single or combined reporting statement to the State of Wisconsin.

SECTION III. SCOPE OF SERVICES

- A. General Description. The County recently issued promissory notes (\$265,000,000) to facilitate the payment of its unfunded prior service liability for its employee retirement system and expects to issue additional notes for that purpose in the next five (5) years. Additionally, through the establishment of the Declaration of Trust, the County created the Milwaukee County Stabilization Fund Trust ("Trust"), which primary purpose is to hold, administer and dispose of the Stabilization Fund and any other assets of the Trust. Moneys in the Stabilization Fund may be used, subject to annual appropriation by the County Board of Supervisors (the "County Board"), solely to pay principal or interest on appropriation bonds or promissory notes issued in connection with a pension funding plan, as further detailed in the Declaration of Trust.

The County created the Stabilization Fund with the Trust and may appropriate such sums to be contributed to the Trust from time to time (which may include the proceeds of bonds or notes) for deposit in the Stabilization Fund or otherwise, as the County Board deems appropriate. The Trust shall be maintained, managed and governed by five (5) trustees (the “Trustees”) who shall be appointed pursuant to the terms of the Declaration of Trust. Assets transferred to the Trust shall become the principal of the Trust to be held, administered and disposed of by the Trustees of the Trust as defined in the Declaration of Trust.

The assets of the Trust, including the Stabilization Fund, may be held by a custodian appointed by the County Board. It is anticipated that an initial deposit of \$6.5 million will be made into the Stabilization Fund, with annual contributions of \$2.0 million expected to be made thereafter.

B. Required Services. The County is seeking Trust and/or Custodial Safekeeping Services for its investment portfolio.

1. Custody responsibilities include, but are not limited to, the following:

- a) Dedicated client service team;
- b) Custody services for all assets;
- c) Reporting of all transactions in compliance with all General Accepted Accounting Principles (“GAAP”) and Government Accounting Standards Board (“GASB”) principles;
- d) Accurate trade processing and settlements and timely resolution of failed trades;
- e) Asset servicing, income collection and daily sweeps of excess cash balances;
- f) Accurate reporting of all account activities and holdings on a monthly basis for all asset types utilized by the County;
- g) Maintenance of separate accounts for each fund is required;
- h) At least monthly valuation of security holdings in a timely and accurate manner;
- i) Accounting and reporting across multiple asset classes;
- j) Formal monthly reconciliation of assets and transactions with investment manager;
- k) Consolidated electronic and hard copy reporting by manager, asset class and fund;
- l) CFA Institute’s Global Investment Performance Standards (GIPS) (formerly AIMR) compliant performance measurement and analytics;
- m) On-line capabilities, including access to daily transactions and balances; and
- n) Issuance of safekeeping receipts, naming Milwaukee County as owner of the securities held.

C. Background Information Requirements.

1. Identify and describe any current litigation or investigation by a regulatory authority or contingent liabilities that your company, its' officers or principals have been involved in within the last five (5) years relative to your custody services.
2. Provide a history of your organization and the custody department, including your experience in this area.
3. Describe in detail your expertise in the public funds segment.
4. Describe your organization's commitment and percentage of overall revenue generated from custody services.
5. What are your competitive advantages?
6. Describe any ongoing educational programs, user conferences, publications, or other means you have of keeping clients fully educated and providing a forum for new ideas and needs.
7. What is the total number and asset base of your custody clients?
8. What is your average and median custody client size in terms of assets?
9. Provide name, asset size, and phone number of three references, preferably in the government section or with comparable needs, that are currently using your custody services. Select a mix of long-standing and recent customers.

D. Additional Information Required.

1. Provide a summary of your understanding of the scope of service.
2. Specifically, describe your proposal to coordinate with the external portfolio investment manager(s).
3. Would you agree to indemnify and hold Milwaukee County, elected officials and agents harmless from all claims, costs, losses or damages resulting from your negligence or breach of contract?
4. State the name, telephone and fax number of the person whom the County would contact about your proposal.
5. Describe your on-line reporting capabilities including transactions, balances and reporting capabilities.

6. Indicate the amount of any political contribution to current Milwaukee County officials made by principals of your firm within the last two years.

E. Disaster Recovery.

1. Briefly describe your firm's disaster recovery plans to provide continuing service in the event of localized disaster for time frames of up to 30 days. Include current estimates of time frames required to resume service.

F. Fee Schedule

1. Provide a fee structure and level that will be assessed on an annual basis. If there are expenses associated with the administration of the Trust that are not included in the fee proposal, please detail those expenses and provide a not to exceed amount per annum.

Please provide the proposed fee schedule in a separate, sealed envelope when submitting the proposal.

G. Customer Service and Quality.

1. Describe your approach to customer service and relationship management.
2. What type of on-going training is provided to clients?
3. What services differentiate you from other service providers?

H. Equal Employment Opportunity Requirements.

1. The County's Equal Employment Opportunity requirements as specified in County Ordinance 57.16 must be complied with in your proposal, and, if accepted, the final contract. The successful Respondent will be required to sign the County's EEO certification form. (See Exhibit A.)

I. Disadvantaged Business Enterprise Requirements.

1. General. The successful consultant/service provider shall comply with 49 CFR Part 26 and Chapter 42 of the Milwaukee County Ordinances, which requires Good Faith Efforts ("GFE") to achieve participation of certified Disadvantaged Business Enterprise firms on all US DOT and Milwaukee County funded professional service contracts. In accordance with this Milwaukee County policy and US DOT requirements, the consultant/service provider shall ensure that DBEs have an opportunity to participate in this project/contract. (Refer to Section 2 for the specific DBE participation requirements and contract goal). (The term "DBE" means small business concerns known as Disadvantaged Business Enterprise firms owned at least 51% by socially and economically disadvantaged

individuals, and certified by Milwaukee County under 49 CFR Part 26).

The Community Business Development Partners (“CBDP”) of the Milwaukee County Board of Supervisors is authorized to make the determination that consultant/service provider has made a good faith effort to achieve the required DBE participation by doing the following:

- a) Shows evidence that it has met the DBE participation by submitting a complete Commitment to Subcontract to DBE Firms (DBD-014PS) 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 consultant/service provider must submit the Certificate of Good Faith Efforts (DBD-001PS) form (Attachment C-2) and all relevant documentation to the CBDP Office for its GFE determination within three (3) working days of notification of being the successful Respondent.

The efforts employed by the consultant/service provider should be those that one could reasonably expect a consultant/service provider to take if the consultant/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 provides guidance regarding GFE). Also refer to Milwaukee County DBE Provisions governing GFE attached to this document (Attachment C-3).

In the event CBDP determines that the consultant/service provider has failed to meet the GFE requirements, consultant/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 of the failure to meet the GFE requirement. The request should be sent to:

CBDP Division
City Campus, Room 800
2711 West Wells Street
Milwaukee, WI 53208

Prime consultant/service provider must submit with its proposal, the Sub-consultant Information Sheet (DBD-002PS) form (Exhibit B).

The consultant/service provider shall prepare and submit accurate and timely forms and reports on DBE utilization to the CBDP Office. These shall include, but not be limited to, Milwaukee County DBE Utilization Plan, DBE Utilization Reports, and Sub-Consultant Information Sheet as directed. Failure to submit

forms and reports as prescribed herein will result in disqualification of proposal, delay in payments, or other sanctions deemed appropriate by the County, including those listed under Section (I)(F).

When evaluating the performance of this contract, Milwaukee County reserves the right to conduct compliance reviews and request, both from the prime consultant/service provider and DBE sub-consultant(s), documentation that would indicate level of compliance. If the consultant/service provider is not in compliance with the specifications, the County will notify the consultant/service provider in writing of the corrective action that will bring the consultant/service provider into compliance. If the consultant/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 consultant/service provider from the list of qualified consultant/service providers and refuse to accept future proposals for a period not to exceed three 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 consultant/service provider has completed its contract, and the goal was not met due to an absence of good faith on the part of the consultant/service provider, 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 consultant/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 the unmet goal, including interest at the rate of 12% annually, plus the County's costs, expenses, and actual attorneys' fees incurred in the collection action.

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

Consultant/service provider should note that for the purpose of proposal evaluation, only DBEs certified at the time of proposal submission would be counted toward the goal. Consultants/service providers must submit a Commitment to Subcontract to DBE Firms form or a DBE Utilization Plan in their proposal including, but not limited to, the following information (see form DBD-014PS for additional details):

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

For a list of certified DBEs, call the Certification Section at (414) 278-4747. If you need additional assistance in the identification of DBEs, contact the CBDP Office at (414) 278-5248.

A prime consultant/service provider shall count towards the DBE requirement and be credited with 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.

Prime consultant/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 DBEs.

Listing a DBE on the Commitment to Subcontract to DBE Firms form or Plan shall constitute a written representation and commitment that the prime consultant/service provider has communicated and negotiated directly with the DBE firms(s) listed, and that it will use the listed firm(s). If awarded the contract, the prime contractor 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.

Prime consultant/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.

DBE Utilization Reports/Payment Applications. DBE Utilization Reports (form DBD-016PS, Attachment C-5) must be submitted with the Payment Applications. 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.

Final Payment Verification. The prime consultant/service provider must submit the "DBE Subcontractor Payment Certification" form (DBD-018PS, Attachment C-6) 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.

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.

See Exhibit C for DBE requirements and forms.

SECTION IV

EXHIBIT A

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE

YEAR 2009 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS

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

Non-Discrimination

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

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

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

Affirmative Action Program

VENDOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and handicapped persons and other protected groups, at all levels of employment in all divisions of the seller'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 his responsibility to show that he has met all such requirements.

Non-Segregated Facilities

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

Subcontractors

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

Reporting Requirement

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

Affirmative Action Plan

VENDOR certifies that, if it has 50 or more employees, it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4246].

VENDOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with any of the following: The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4246].

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

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

Employees

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

Compliance

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

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

By _____ Address _____
(Signature)

Title _____ City/State/Zip _____

SECTION IV

EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS AND FORMS

EXHIBIT C –1
Commitment to Subcontract to DBE Firms
DBD 014PS

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

INSTRUCTIONS:

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

ADDITIONAL INFORMATION/REQUIREMENTS:

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

DBE subcontractors will further subcontract out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the fee or commission will be counted for DBE crediting.

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

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

EXHIBIT C-2
Certificate of Good Faith Efforts
DBD-001PS

**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 ____.

EXHIBIT C-3
Milwaukee County DBE Provisions Governing Good Faith Effort

- 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 contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - G. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
 - H. Making efforts to assist interested DBEs in obtaining lines of credit or insurance as required by the recipient or contractor.
 - I. Making efforts to assist interested DBEs in obtaining necessary resources or related assistance or services.
 - J. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a consultant/service provider has made good faith efforts, Milwaukee County may take into account the performance of other bidders/proposers in meeting the contract. For example, when the apparent successful consultant/service provider fails to meet the contract goal, but others meet it, Milwaukee County may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful consultant/service provider could have met the

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

**GOOD-FAITH EFFORTS WAIVER DENIAL
REQUEST FOR ADMINISTRATIVE HEARING**

Your request for a good faith efforts' waiver has been denied, and you are entitled to request an administrative hearing to appeal that denial. If you wish to have such a hearing, please sign this form on the bottom and return to the Community Business Development Partners (CBDP) Office no later than 5:00 PM on _____. A faxed request may be sent to (414) 223-1958.

At the administrative review, a hearing officer will hear your argument why the waiver should be granted. The evidence he or she reviews will be the entire DBE participation file you submitted to the contracting officer. The hearing officer, in his or her discretion, may receive additional evidence, but any such evidence not previously submitted with your bid and Commitment to Subcontract with DBE Firms forms, must be submitted to the CBDP at the same time you file your request for hearing. No further evidence will be received or considered which was not submitted with this hearing request. You need not submit anything already submitted in connection with the original good-faith waiver request.

Within three (3) working days following the receipt of your hearing request, a hearing will be held. You will be notified promptly of the time and place of the hearing and the identity of the hearing officer, who was not involved in the original good-faith waiver denial. Because of the need to promptly resolve this matter and proceed with the awarding of the contract, a portponement of the hearing will be granted only upon a showing of substantial cause. Your failure to appear at the hearing constitutes a withdrawal of your request.

**THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF _____,
_____, HEREWITH REQUESTS
AN ADMINISTRATIVE HEARING TO APPEAL THE DENIAL OF THE COMPANY'S
GOOD-FAITH EFFORTS WAIVER REQUEST.**

DATE: _____

SIGNATURE: _____

TITLE: _____

EXHIBIT C-4
Sub-Consultant Information Sheet
DBD-002PS

EXHIBIT C-5
DBE Utilization Reports/Payments Applications
DBD-016PS

SUBMIT WITH ALL YOUR
PAYMENT APPLICATIONS

**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.

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

Report Prepared by: _____
by: _____

by: _____

(Name & Title)

Approved

*Directions for completion of report - see reverse side

**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.

Form DBD-016PS FORM
03/05/04

Rev.

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

EXHIBIT C-6
Final Payment Verification
DBD- 018PS

**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 _____, 200__

***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 _____, 200__

(Prime Contractor's Signature)

(Print Name & Title)

(DBE Subcontractor Signature)
Form
Revised 03/05/04

(Print Name & Title)
DBD-018PS

SECTION IV

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Before beginning the services contracted, Contractors must procure and maintain, at its own expense, for as long as the Contract is in effect, the insurance coverage set forth below, in amounts specified by the County's Risk Manager, and must provide the Trust with certificates evidencing such coverage.

- A. Contractor must name Milwaukee County, its board members, officers, employees, agents and consultants, the Trust and the Trustees as additional insureds on all certificates of insurance relating to comprehensive general liability, including any umbrella policies.
- B. All insurance companies must be rated A-VIII or better by the A. M. Best Company.
- C. The insurance will list:

1. *Commercial General Liability*

<u>Coverage</u>	<u>Limit</u>
General Products and Completed	\$2,000,000.00
Each Occurrence	\$1,000,000.00
Personal & Advertising Injury	\$1,000,000.00

If Commercial General Liability or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit.

2. *Workers' Compensation and Employer's Liability*

<u>Coverage</u>	<u>Limit</u>
Workers' Compensation Statutory and/or	\$500,000.00
Employer's Liability	
Each Accident	\$500,000.00
Per Employee – Disease	\$500,000.00
Annual Aggregate – Disease	\$500,000.00

Workers' Compensation/Employer's Liability policies shall be endorsed to waive the insurer's right of subrogation against the County or the Trust.

3. *Automobile Liability*

<u>Coverage</u>	<u>Limit</u>
Bodily Injury and Property Damage Combined - Occurrence	\$1,000,000.00
Uninsured/Underinsured Motorist – Occurrence	\$1,000,000.00

This Policy must provide coverage for all owned, non-owned, and hired autos.

4. *Professional Liability*

Errors & Omissions

<u>Coverage</u>	<u>Limit</u>
Each Wrongful Act	\$1,000,000.00
Annual Aggregate	\$1,000,000.00

Limit may be increased for specific Requests for Proposals.

5. *Umbrella Liability*

Coverage must be excess of Commercial General Liability, Automobile Liability, and Employer's Liability. It shall be no more restrictive than primary coverage listed.

<u>Coverage</u>	<u>Limit</u>
Bodily Injury, Property Damage, Personal and Advertising Injury Occurrences/Aggregate where Applicable	\$1,000,000.00

6. *Financial Institution Bond*

<u>Coverage</u>	<u>Limit</u>
Against loss resulting directly from dishonest or fraudulent acts committed by an employee	\$5,000,000.00 per occurrence \$10,000,000.00 in aggregate

SECTION IV

EXHIBIT D

SAMPLE CONTRACT

STANDARD PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

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

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

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

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

2. STAFFING

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

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

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

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

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

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

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

4. DATES OF PERFORMANCE

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

5. COMPENSATION

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

6. BILLING

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

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

7. REPORTS (Optional)

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

8. OWNERSHIP OF DATA

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

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

9. AUDIT AND INSPECTION OF RECORDS

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

10. AFFIRMATIVE ACTION

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

11. DISADVANTAGED BUSINESS ENTERPRISE

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

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

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

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

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

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

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

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

contracts let by County.

13. INDEMNITY

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

14. INSURANCE

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

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

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

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

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

Damage
All Autos-Owned, non-owned
and/or hired
Uninsured Motorists
\$1,000,000 Per Accident

Financial Institution Bond

Against loss resulting directly
from dishonest or fraudulent acts
committed by an employee
\$5,000,000 per occurrence
\$10,000,000 in aggregate

MILWAUKEE COUNTY, AS ITS INTERESTS MAY APPEAR, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR GENERAL, AUTOMOBILE, GARAGE KEEPERS LEGAL AND ENVIRONMENTAL IMPAIRMENT LIABILITY, AS RESPECTS THE SERVICES PROVIDED IN THIS AGREEMENT. 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 THE COUNTY.

The insurance specified above shall be placed with an AA+ rated carrier per Best’s Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by the County Director of Risk Management and Insurance as a condition of this agreement. Waivers may be granted when surplus lines and specialty carriers are used.

A Certificate of Insurance shall be submitted for review to the COUNTY for each successive period of coverage for the duration of this agreement.

A.1. Compliance with Governmental Requirements

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

A.2. Professional Liability - Additional Provisions

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

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

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

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

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

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

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

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

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

15. TERMINATION BY CONTRACTOR

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

16. TERMINATION BY COUNTY FOR VIOLATIONS BY CONTRACTOR

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

17. UNRESTRICTED RIGHT OF TERMINATION BY COUNTY

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

18. INDEPENDENT CONTRACTOR

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

19. SUBCONTRACTS

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

20. ASSIGNMENT LIMITATION

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

21. PROHIBITED PRACTICES

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

22. NOTICES

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

23. MISCELLANEOUS

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

24. AUTHORIZATION.

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