

Milwaukee County



**Information Management Services Division
Request for Proposal for Electronic Medical Records
Services to Milwaukee County Department of Health and
Human Services Behavioral Health Department and the
Correction Facilities.**

PROPOSAL DUE DATE: February 11, 2011

TABLE OF CONTENTS

SECTION 1: EXECUTIVE SUMMARY	2
SECTION 2: PROFILE OF MILWAUKEE COUNTY’S DEPARTMENT OF HEALTH AND HUMAN SERVICES BEHAVIORAL HEALTH AND CORRECTIONAL FACILITIES DIVISIONS.....	4
DEPARTMENT OF HEALTH AND HUMAN SERVICES BEHAVIORAL HEALTH DIVISION (BHD)	4
COUNTY CORRECTIONAL FACILITIES	5
SECTION 3: SCOPE OF SERVICES.....	6
EMR.....	6
EMR/MCO	7
SECTION 4: VENDOR INSTRUCTION/GENERAL REQUIREMENTS	9
SECTION 5: RFP AND IMPLEMENTATION TIMELINE	13
SECTION 6: VENDOR AND SYSTEM REQUIREMENTS	14
SECTION 7: EVALUATION OF PROPOSALS.....	17
SECTION 8: CONDITIONS	19
APPENDIX A: LETTER OF INTENT TO BID.....	21
APPENDIX B: TABLE 1 – VENDOR INFORMATION	22
APPENDIX B: TABLE 2 – REQUIREMENTS.....	24
APPENDIX C: PRICING MODEL	37
APPENDIX D: VENDOR REFERENCES.....	40
APPENDIX E: CERTIFICATE OF GOOD FAITH EFFORTS.....	41
APPENDIX F: SWORN STATEMENT OF BIDDER	61
APPENDIX G: INSURANCE REQUIREMENTS - CONSULTANTS INDEMNIFICATION AND PROFESSIONAL LIABILITY INSURANCE	62
APPENDIX H: CONFLICT OF INTEREST STIPULATION	65
APPENDIX I – MILWAUKEE COUNTY STANDARD TERMS AND CONDITIONS	66

SECTION 1: EXECUTIVE SUMMARY

Background: Milwaukee County (County) through its Information Management Services Division (IMSD) is hereby soliciting competitive sealed proposals from qualified software vendors for the implementation of an Electronic Medical Record (EMR) system for clinical management and administration, and documentation of patient care for mental health and substance abuse patients within the Department of Health and Human Services Behavioral Health Division facilities as well as the inmate populations of the Correctional Facilities, which includes the County Correctional Facility Central and the County Correctional Facility South.

These facilities provide inpatient, outpatient, and long-term care services to its patients. The administration and management services include registration, scheduling, diagnosis, treatment plans, financial transactions (AP, AR, and GL), integration of pharmacy, lab, radiology, and contract services with several care providers, eMAR, proactive management of variances and trends in patient care, and management of certification and regulatory requirements. County is looking for vendors who can provide all relevant services to ensure a successful implementation of the EMR solution. County recognizes that vendors may not have a single solution to address the business and technical requirements of our business; however, it is our preference to enter into an agreement with a single software vendor who can provide the complete range of solution to meet our business needs. Subcontracting for portions or integrating with a third-party product will be considered, if this is fully disclosed within the RFP response.

County is seeking a complete response from vendors who can demonstrate that they possess the organizational and technical capabilities to perform the services as outlined in this RFP and meet or exceed the requirements and service levels. In addition, County is looking for a vendor with the willingness to commit to performance guarantees and remedies for failure to perform. Please see Section 2 of RFP response that allows vendors to provide additional information on performance guarantees on their software or on the total EMR solution in their RFP response. County and the vendor will negotiate the final contracts incorporating pertinent portions of the Vendor's response to the RFP. This RFP will request a comprehensive list of all deliverables and services to be performed by the vendor, applicable vendor documentation and product literature and pricing information. Additional information concerning County's objectives, current state, projected scope and timeline, requirements, RFP response parameters and evaluation criteria are discussed in the balance of this document.

Contractual Philosophy: Both the vendor and County will negotiate in good faith to reach a mutually satisfactory contract with terms and conditions that fairly allocate both total costs of ownership and risk.

Negotiations Philosophy: Both the vendor and County will negotiate in good faith to reach a mutually satisfactory contract with terms and conditions that fairly allocate both total costs of ownership and risk. As a result of the negotiations, County and the successful vendor will develop and enter into a three, possibly five-year agreement to provide the necessary services. County believes that the agreement should be mutually beneficial whereby both parties receive value. It is not in County's best interest to have a vendor suffer financially through its association with County, nor is it the County's responsibility to subsidize poor performance or poor project management. All contracts greater than one year are subject to approval by the Milwaukee County Board of Supervisors and the County Executive. The meeting with the County Board of Supervisors in which this contract will be approved is tentatively scheduled for March 17, 2011 9:00 a.m. The selected vendor will be expected to attend this meeting. The details of the meeting and agenda will be provided prior to this meeting.

The contractual relationship will be premised on the vendor as the expert. County will rely on the vendor's expertise to develop, deliver, implement and maintain solutions that fulfill the defined and on-

going business requirements. County expects all vendors to exercise the highest degree of integrity in all dealings with their vendors, employees, and County.

Due to the importance of all vendors having a clear understanding of the scope of services and requirements for this solicitation, all potential vendors are strongly encouraged to read this entire solicitation in advance.

SECTION 2: PROFILE OF MILWAUKEE COUNTY'S DEPARTMENT OF HEALTH AND HUMAN SERVICES BEHAVIORAL HEALTH AND CORRECTIONAL FACILITIES DIVISIONS

The Milwaukee County government is responsible for the delivery of high-quality medical services to individuals housed at County-run facilities and County administered community based mental health and substance abuse services. The goal of this project is to successfully implement a completely integrated Electronic Medical Records solution for the Correctional Facilities and Department of Health and Human Services Behavioral Health Divisions. This solution is intended to provide a single health information system that addresses the needs of the health facilities while maintain data security and privacy between the Department of Health and Human Services Behavioral Health Division and the Correctional Facilities.

Department of Health and Human Services Behavioral Health Division (BHD)

Each year, BHD provides services to more than 20,000 persons including approximately 3,000 admissions annually to its inpatient programs. Some of these patients are persons who are mentally ill; others are developmentally disabled, victims of substance abuse, or occasionally, neurologically impaired. They include patients from all age groups: children, adolescents, adults and the elderly.

BHD provides and or administers care and treatment to its patients in inpatient, outpatient, partial hospitalization, and community based mental health and substance abuse settings. The services include intensive short-term treatment as well as extended care. Services are provided in facilities located at the County's Campus in Wauwatosa, Wisconsin and in more than 100 Community-Based settings in Milwaukee County.

The Community Services branch consists of mental health and substance abuse patients. Mental Health services, point of access SAIL (Services for Independent Living) range from community based residential facility (group homes) with about 136 patients, Community Support Programs (CSP) with 1200 patients, Targeted Case Management (TCM) with about 1200 patients, day treatment with about 40 patients, and outpatient with over 3000 patients. Substance Abuse services five points of access at central intake units include Clinical Treatment: detox, biomedically enhanced residential, medically monitored residential, transitional residential, day treatment, outpatient, Care Coordination: recovery support coordination, case management, and Recovery Support Services: employment, pre-employment, recovery housing, daily living skills, housing, assistance, transportation, and spiritual supports. The Community Services are being provided by about 25 mental health and 111 substance abuse provider sites.

The Acute Inpatient Service consists of 96 acute adult psychiatric beds comprising four separate units and one child and adolescent unit with a total of 24 beds. In all, the acute service has 120 beds. There are two rehabilitation center populations; Hilltop has 72 beds and Central has 72 beds. The patients at Hilltop (a facility for the developmentally disabled-FDD) are developmentally disabled/mentally ill, served in accordance with DHS 134 of the Wisconsin Administrative Code. Rehabilitation Central is a skilled nursing home facility (SNF) for the mentally ill served in accordance with DHS 132 of the Wisconsin Administrative Code.

BHD also operates a Psychiatric Crisis Service at its facility located at 9455 Watertown Plank Road, Wauwatosa, Wisconsin. As an adjunct to this service, BHD operates a 24-hour observation unit consisting of 18 beds.

Overall, BHD has 55 providers and about 955 non-providers.

BHD administers the provision of mental health and substance abuse services to Milwaukee County residents through programs that are operated by BHD or that are administered by BHD through community based services through provider networks.

County Correctional Facilities

The County Correctional Facility Central (CCFC) which is the location of the Milwaukee County Jail is an intake facility with a court mandated maximum population of 1,100 inmates. Inmates normally stay at CCFC for fourteen (14) days or less. Inmates with complex medical or mental health problems may stay in the jail longer than 14 days at the election of County medical/jail management. CCFC contains an infirmary of 11 beds and houses both male and female inmates. The County also operates an 18-bed inpatient mental health unit at CCFC.

County Correctional Facility South (CCFS) is a limited stay facility located approximately 18 miles from the CCFC in the City of Franklin, Wisconsin. The CCFS houses approximately 1600 inmates. Inmates may be sentenced to the CCFS for up to one year. The CCFS also holds overflow pre-trial detainees from CCFC. There is an 11-bed infirmary at the CCFS. The CCFS houses both male and female inmates.

There is State and Federal prisoners at CCFC for whom the County needs to bill back to the State and/or Federal Marshalls.

There are about 9 providers and 120 non-providers at the CCFC and CCFS.

SECTION 3: SCOPE OF SERVICES

County is seeking an EMR solution that provides the ability for clinical management, administration, and documentation within the County-run facilities – BHD, CCFC, and at CCFS and an EMR/MCO (Managed Care Organization) solution for County-administered community based services for mental health and substance abuse. CCFC and CCFS currently use Sequest's TIER system to manage its EMR needs. While BHD has a Netsmart MIS implementation that provides automation of some of the EMR functions as well as the EMR/MCO functions. There are still a large amount of manual processes that needs to be automated within the new EMR solution. Hence, the software solution needs to process paperless orders to the maximum extent possible with HIPPA, State and Federal certification requirements.

EMR

A methodology to accurately and consistently manage all of the services listed below in an electronic format is the primary focus of the EMR. Other primary goals of the EMR are to provide tracking logs to ensure compliance with court ordered care and to facilitate Quality Improvement reviews. The services are grouped into Clinical Administration, Management, and Documentation.

Clinical Administration includes but is not limited to:

- Patient Information - Demographics
- Admission and Booking
- Staff Credentialing
- Financial Management – AP (administered program providers and other external vendors), AR, GL, Billing, and managing payer transactions
- Reporting – Financial, Quality, and Business-related

Clinical Management includes but is not limited to:

- Assessment – Medical, Substance Abuse, Dental, Psychological, and Eligibility
- Diagnosis
- Scheduling
- Treatment Plans
- Medication
- Reporting – Regulatory and Clinical

Clinical Documentation includes but is not limited to:

- Progress Notes
- Prescription and Interaction Information
- Reporting – Regulatory and Clinical

In addition, the scope of the implementation will also include technology components associated with security setup and management, tools for reporting and other system capabilities, interface integration capability, and data conversion.

Processes that need to be implemented include but are not limited to:

- Medical Sick Call conducted by nursing staff using approved protocols
- Mental Health Sick Call by licensed mental health professionals
- Scheduled ambulatory care provided by nurse practitioners and physicians
- Scheduled psychiatric outpatient care
- Medical inpatient care in an infirmary setting
- Medication administration
- Medical treatments and monitoring as ordered by a physician/nurse practitioner
- Psychiatric inpatient care in a crisis stabilization environment

- Emergency medical and mental health care
- Intake screening (both medical and mental health)
- Medical histories and physicals
- Mental health histories and detailed evaluations
- Suicide assessment by licensed mental health professionals
- Individual and group therapy by licensed mental health professionals

The EMR system should have a simplified and consistent end user interface that demands little or no computer skills on the part of the healthcare professionals and administrative staff who will be using the system. The use of check boxes, drop down lists and other non-keystroke methods of entering data into the EMR are mandated for all using disciplines. The ability to designate mandatory fields that must be completed before the record is closed and saved is a required component.

EMR/MCO

County is seeking an EMR/MCO solution that provides the ability for Access and Authorization, Clinical/Provider functions, and Invoicing/Payment functions within the County-administered community based services for mental health and substance abuse. While BHD has a Netsmart MIS implementation that provides automation of some of the EMR/MCO functions. There are still a large amount of manual processes that needs to be automated within the new EMR solution. Hence, the software solution needs to process paperless voucher management to the maximum extent possible with HIPPA, State and Federal certification requirements.

A methodology to accurately and consistently manage all of the services listed below in an electronic format is the primary focus of the EMR/MCO. The services are grouped into Access and Authorization, Clinical/Provider functions, and Invoicing/Payment functions.

Access and Authorization includes but is not limited to:

- Technical and Financial Eligibility Determination
- Comprehensive Screening and Level of Care Determination
- Provider Selection and Placement
- Authorization/Reauthorization – voucher issuance
- Wait List/Capacity Management Functions
- Provider Network Management including monitoring of provider agency and performing provider credentialing
- Security to manage “Need to Know” CHP 51, 42 CFR, HIPAA

A Clinical/Provider function includes but is not limited to:

- Provider Feedback – Authorization Acknowledgement
- Episode Management
- State and Federal Reporting Requirements GBH/RAP/HSRS
- Treatment Plans, Single Coordinated Care Plans, Recovery Plans
- Outcomes Reporting
- Case Notes

Invoicing/Payment functions includes but is not limited to:

- Service Entry
- Claims Processing
- Check/EFT Issuance
- Financial reporting to State and Federal Fund Management Systems

In addition, the scope of the implementation will also include technology components associated with security setup and management, tools for reporting and other system capabilities, interface integration capability, and data conversion.

Processes that need to be implemented include but are not limited to:

- CSB Mental Health and Intake Functions
- Fund Source Management
- Provider Management
- Voucher Management
- Financial Risk Management
- Support evolving co-occurring system of care
- Web based access
- Caseload reporting

The EMR/MCO system should have a simplified and consistent end user interface that demands little or no computer skills on the part of the healthcare professionals and administrative staff who will be using the system. The system must be flexible to add additional fund sources and technical eligibility requirements or modifications to address need for additional data that maybe required by new fund sources i.e. grants, state and county contracts. The use of check boxes, drop down lists and other non-keystroke methods of entering data into the EMR/MCO are mandated for all using disciplines. The ability to designate mandatory fields that must be completed before the record is closed and saved is a required component.

Vendors may propose either a client/server or Internet based solution, or both. In addition, vendors must state whether the solution can be hosted at their environment. Pricing information should provide for both solutions – hosted or in-house solution (which would require estimations on hardware or additional software requirements from Milwaukee County). In addition, if there are financing or lease options that your organization provides, please state that in the Pricing Model and the impact it will have in the financial cash outlay for Milwaukee County.

The contract awarded pursuant to this RFP will include only systems development and implementation. Hardware, software and other related costs are relevant if proposing an in-house solution. Vendors must specify minimum requirements for services, terminals and networks.

Assertion of Estimates: Any information contained herein is provided as an estimate of volume based on past history. This data is provided for the general information of vendors and is not guaranteed to be a reliable predictor of future volume levels.

SECTION 4: VENDOR INSTRUCTION/GENERAL REQUIREMENTS

Proposal Responses: County must receive responses to this RFP **no later than 4:00 p.m. CST, on February 11, 2011**. Proposals received after the hour specified will not be accepted nor will additional time be granted to any vendor unless by addendum to this RFP. Vendors must submit one (1) original with signatures, five (5) copies, separate single (1) copy of the pricing sheet (Appendix C) in a sealed envelope and one (1) electronic copy of the RFP response no later than said date and time listed above. The pricing sheet should be included as a separate sheet and not part of the original proposal response.

Hard copies of the RFP must be delivered to:

RFP – EMR System Implementation, 2711 W. Wells Street, Room # 713, Milwaukee, WI 53208, Attn: Laurie Panella, Interim CIO - County.

Electronic copy should be emailed to: **lpanella@milwcnty.com**.

Letter of Intent to Bid: Vendors wishing to participate in this RFP process must provide a written Letter-of-Intent-to-Bid as provided in Appendix A. Letters must be received by January 7, 2011, 4:00 p.m. The letter should state the intent of the vendor to participate in the process, and should also include the name, complete address, phone number, fax number and e-mail address of a designated individual to whom any correspondence and/or addendums should be sent. **Email the letter to Laurie Panella, Interim CIO - County at lpanella@milwcnty.com**. Failure to provide this will be considered a material irregularity and deemed reason for rejecting proposals. All RFP-related information or responses will be provided to all vendors who have submitted "Intent to Bid" and will be addressed via email to the designated individual from that organization.

The following chart details the proposal response outline. Vendors are expected to conform to this proposed layout and refrain from providing sales and marketing literature.

Response Section	Title	Contents
1	Executive Summary	- Cover Letter - Table of Contents - Descriptive literature pertaining to your company - Include a statement of compliance with all terms and conditions of this RFP provided in Appendix I. The terms and conditions provided is a sample which will be incorporated in the contract with the successful vendor. - Describe your current presence in Wisconsin, highlight current contracts that represent similar scope - Briefly describe the key elements of your proposal. Highlight major features, functions, or area of support that may differentiate your service offering from your competitors offering. Do not include any pricing in this section.

Response Section	Title	Contents
2	Designed for Guarantee	The Vendor shall guarantee and warranty the design of the proposed solution to support the requirements of the County. The design of the system shall include, but not be limited to, the underlining technical architecture, software design, usability, functionality and overall system performance. The software shall provide support for multiple facilities within the County.
3	Requirements	Complete the Requirements from Appendix B of this RFP. Provide a response and corresponding documentation, if applicable for each line item in Appendix B. Vendor will list any partners or third-party vendors employed as it relates to any requirement of this RFP. Vendor will outline partner or third-party vendor's role and provide vendor name, contact information, products and services offered that apply to this RFP as well as experience with similar contracts.
4	Implementation Methodology	Summary overview of implementation methodology. Include an overview of the approach to installation of the system, process for capturing detailed requirements, design strategy and configuration/development of requirements into the system, and implementation rollout. Also, discuss how the vendor anticipates handling change management and rollout of this solution to multiple location and departments – BHD, CCFC, and CCFS.
5	Pricing and Financing Options	Summary overview of pricing model used to estimate costs (cost scenarios and cost components are also discussed in Section 5). Include module pricing as well as costs for implementation services, 5 year maintenance and support (found in Appendix C and add supplemental sheets as necessary). This should be provided as a separate sheet from the rest of the proposal response.
6	Client Reference List	Include client reference similar to Milwaukee County. Client references should be provided for proposed implementation partners as well as clients currently using the proposed software solution. References should be provided for all 3 rd party /partners (found in Appendix D).
7	Signature Page	Signed copy of the Sworn Statement of Bidder (found in Appendix F).

Response Section	Title	Contents
8	Attachments	A. Vendor to provide a sample copy of Software License and Services Agreement on the Implementation. B. State how the Vendor will handle the Escrow of Code - County is interested in a suitable arrangement with a mutually agreeable third party to hold vendor's software code in escrow. Should vendor become insolvent, the code held in escrow shall become County property. C. Copy of Software Maintenance/Service Plan, which discusses maintenance of a hosted or in-house solution. D. Completed DBE Forms (found in Appendix E). E. Completed Insurance Requirements (found in Appendix G). F. Completed Conflict of Interest Stipulation (found in Appendix H). G. Minimum and Optimum desktop configurations for PC and internet platforms. Vendor will also provide an overview of how the system works as outlined in Section 4 of this RFP response section.

Proposers that deviate from this format may be deemed non-responsive. Proposals should be prepared simply, providing a straight forward, concise delineation of the capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials should not be submitted at this time. Emphasis in the proposals should be on completeness, clarity of content and adherence to the presentation structure required by this RFP. Costs for developing proposals in response to the RFP are the obligation of the Proposer and are not chargeable to County. All proposals and accompanying documentation will become the property of County and will not be returned.

Amendments to Specifications: Any amendment(s) to or error(s) in the specifications called to the attention of County will be added to or corrected and furnished to all those providing a Letter of Intent to Respond.

Variances: Variances to the specifications may be bid when indicated in Vendors proposal. County will determine if the variances are acceptable. Also, variances will not receive favorable consideration if another vendor can meet the specifications.

Proprietary Information: Any information contained in the Proposer's response that is proprietary must be clearly designated. Marking of the entire response as proprietary will neither be accepted nor honored. County cannot guarantee that all such material noted remains proprietary, particularly if it becomes a significant consideration in contract award. Information will only be kept confidential to the extent allowed by Public Disclosure Law.

Disadvantaged Business Enterprise (DBE) Requirement: The successful Vendor shall comply with CFR 49 Part 26 and Chapter 56.30 of the Milwaukee County Ordinances, which requires good faith effort (GFE) to achieve participation of certified DBE firms on all USDOT and Milwaukee County funded

professional service contracts. In accordance with this Milwaukee County policy, the Vendor shall ensure that DBEs have the maximum opportunity to participate in this contract. As part of your proposal submittal Vendors must complete the required DBE form accompanying this request (Appendix E). Please note that failure to complete and submit the required documents will deem your proposal non-responsive and ineligible for consideration.

Conflict of Interest Disclosure Statement: All proposal submitters must disclose the name of any officer, director, or agent who is also an employee of Milwaukee County. The firm must disclose the name of any County employee who owns, directly or indirectly, any interest in the submitter business or any of its branches, or any known potential conflicts of interest with any current client or employee of the firm, and the interest or employees of Milwaukee County. This information is provided in Appendix H and should be included in the RFP response.

Proposal Amendments: County reserves the right to request clarification, in writing, on any proposal or to ask respondents to supply any additional material deemed necessary to assist in the evaluation of the proposal. County reserves the right to change the RFP schedule or issue amendments to the RFP at any time. County also reserves the right to cancel or reissue the RFP. Correspondence regarding any part of the RFP process will be emailed to individuals that have provided a Letter of Intent to Bid by the date specified.

Withdrawal of Proposal: Proposals may be withdrawn at any time prior to the date identified in Section 5 of this RFP, **provided notification is received in writing to Laurie Panella, lpanella@milwcnty.com**. Proposals cannot be changed or withdrawn after the designated time.

Rejection of Proposals: County reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of County.

Disclaimer: County reserves the right to share, with any consultant of its choosing, the RFP and any resultant Proposals in order to secure expert opinion.

SECTION 5: RFP AND IMPLEMENTATION TIMELINE

Proposed Timeline: County intends to procure a new EMR system for its health facilities based on the following schedule outlined below. County reserves the right to modify or reschedule procurement and implementation milestones as necessary.

Event	Date
Release RFP to vendors	1/7/2011
Letter of Intent to Bid due	1/11/2011
Final vendor questions due	1/13/2011
Answers to RFP questions emailed	1/18/2011
Vendor proposal responses due	2/11/2011
Final date Vendor can withdrawal RFP	2/11/2011
Evaluation of Vendor proposals complete	2/18/2011
Finalists notified/Vendor short-list released	2/18/2011
Vendor demonstrations begin	2/21/2011
Vendor demonstrations complete	2/21/2011
Vendor reference checks complete	2/28/2011
Final selection	3/4/2011
Contract negotiations begin	3/4/2011
County Board committee meeting	3/17/2011
Contract awarded	3/17/2011
Implementation planning	3/28/2011
Implementation begins	4/25/2011
Implementation ends	12/31/2011

Proposed timeline may change; schedule for final implementation completion date will be based on negotiated contract and implementation planning outcome. Implementation dates for BHD will vary from the dates for CCFC and CCFS.

SECTION 6: VENDOR AND SYSTEM REQUIREMENTS

This section includes the vendor, technical, and functional requirements to be evaluated in this RFP. This requirement section will become Section 3 of your RFP response. Requirements will be outlined in Appendix B. Responses to each line item of Appendix B should be concise and straightforward. Appendix B is not a comprehensive list of all of the BHD, CCFC, and CCFS's requirements, but includes the key requirements that will be used to evaluate the RFP's and will be included as part of the signed contract. The Evaluation Team will consist of various members from Milwaukee County's County, BHD, CCFC, and CCFS.

Vendor Information: Appendix B, Table 1, lists vendor questions that will help the committee understand your organization. Include attachments to substantiate vendor positioning. If Vendor solicits a third party to partner with in this contract, third party must also provide the information as outlined in Appendix B, Table 1.

Rating Requirements: Proposers must provide a ranking (see below), written explanation or both for every item listed in Appendix B, Table 2. Proposers may use supplemental sheets to provide additional information. If the requirement does not pertain to the proposal being submitted, enter "0". If a submitted RFP includes blank responses the document may be considered in violation and rejected. Use the following rating system to complete the RFP and evaluate the requirements and, if applicable, include a brief description of how the software supports the requirement:

Vendor is responsible for informing County when a third party is responsible for the listed requirements in Appendix B.

Failure to inform County 3rd party participation in the requirements as outlined in Tables 1 and 2 will be considered a material irregularity and deemed reason for rejecting proposals

Ranking Requirements Ranking	Definition
5	Standard. Available in the current release. Software supports this requirement. No customization or modification is required
4	Minor Modification. Software can meet requirement with minor system modification that maintains application on upgrade path. Testing and production of modifications will not impact a traditional implementation schedule based largely on configuration. Include estimated cost of the modification (if any)
3	3rd Party - Available with 3rd party application. Indicate name of the application recommended and number of installs your organization has completed.
2	Substantial Modification. Software does not meet the requirement and will require more substantial system modification. Testing and production of modifications will be in place prior to implementation date. Include estimated cost for the modification, if applicable.
0	Not Available. Software will not meet required.
F	Future Release. Requirement will be available in a future release (indicate anticipated time of update: month and year).

General Specifications: General specifications will include requirements and criteria that must be standard throughout all software modules. Appendix B outlines these requirements.

Functional and Technical Requirements: Appendix B, Table 2, lists the functional and technical requirements for BHD, CCFC, and CCFS. As stated earlier, these requirements are not comprehensive but are critical requirements to evaluate the functional and technical capability of the EMR system.

Pricing and Costs Scenarios: Vendors must complete Appendix C: Pricing Model. Supporting details and clarifications should be supplied. Provide cost figures associated with the license costs of the software, on-going software maintenance and application support including specific descriptions of support levels. Also provide costs for installation/consultation, training plans and materials, training, and any other known implementation costs. County is also interested in pricing options for a hosted versus an in-house implementation. For an in-house implementation please provide costs estimates for hardware and software needs. For vendors interested in providing hosted as well as in-house options, provide both costs information in the Appendix C: Pricing Model. County is requesting that the Vendor include a lease option when addressing costs. Lease cost must include software license costs, on-going maintenance and application support AND costs for installation, training, and other unknown implementations costs.

Cost Components include but are not limited to:

- **Delivery Charges for the System Equipment:** Each bid must include all delivery charges to have the system delivered to the Milwaukee County Health Facilities for an in-house option.
- **Installation Charges:** For an in-house solution each bid must include any and all installation charges to have the system installed by the vendor at the County Health Facility locations and the remote sites as identified in RFP Response Section 4. County will make the necessary arrangements with the communications vendor or other associated parties to ensure installation is executed at the County, provided a detailed list of requirements needed to implement and install the system is given in the response. For a hosted solution, please include system and/or network infrastructure requirements, backup and recovery, along with estimated configuration for desktop computers.
- **Payment Terms:** Vendor must submit an invoice based on completion of each deliverable/milestone. Payment for the vendor's system and services will be made after an acceptance sign-off is completed by authorized County personnel based on terms established with the County during contract finalization. The final payment will be made after "Go Live". Go Live payment authorization will be made after the system is functional for a minimum consecutive 90-day period to the satisfaction of the Medical Directors at both facilities.
- **System Training:** Because of the complexity of the system, training will need to be supplied by the vendor, and each bid must include the cost of training users and the amount of training that will be provided. Vendors will be required to provide costs associated with Train the Trainer, Technical Systems Training, Help Desk, Manuals, On-Line Help and User Training materials. Training costs should be included in the pricing model in Appendix C.
- **Manuals and Documentation:** All system and user manuals and documentation for the EMR System, including hardware and software, must be included with the system.
- **Maintenance on the EMR System:** The cost of the bidder's best maintenance agreement for a period of three (3) and five (5) years, beginning when the system has been accepted by Milwaukee County's Health facility Medical Directors should be included in the bid. The maintenance agreement should be similar to the following: maintenance on the application software including fixes, enhancements, updates, etc.; and maintenance on any specialty hardware or software provided by the vendor.

REFERENCES

Please see Appendix D for more details on the requirements for client references. County is requesting **three client references** from vendors. If Vendor is utilizing a third party to perform any duties in this RFP, third party must also provide three client references as listed in Appendix D.

SECTION 7: EVALUATION OF PROPOSALS

The Evaluation Team will consider how well the proposed solution meets the requirements as described in the Proposer's RFP response. It is important that the responses be clear and complete to ensure that the evaluators can adequately understand all aspects of the proposal.

Evaluation Criteria: Selection of finalists will be primarily rated according to the following criteria:

- Meaningful Use and Certification Capability
- Functional and Technical Capability of the EMR Software
- Technology Integration Capability
- Total Cost of Ownership and Cost of Lease
- Vendor Background and Relevant Experience

The evaluation factors identified above reflect a wide range of criteria. While cost is important, other factors are also significant. Consequently, the Evaluation Team may select other than the lowest cost solution. The objective is to choose a vendor capable of providing a reliable and integrated solution within a reasonable budget which minimized the use of paper processes. All proposals will be evaluated using the same criteria.

Notification: Based on the evaluation of the RFP's the Evaluation Team will select a short-list of vendors and invite them to participate in software demos. The selected vendors will be notified in writing or email by the date indicated in Section 5 of this RFP.

Scripted Demos: The functional and technical product demos will be presented to the Evaluation Team by the top short-listed vendors according to a pre-defined Demo Scripts. All vendors must follow this Demo Scripts during their demo process. The evaluation criteria for the demos will include adherence to the script as well as the ability to successfully demonstrate the product's ability to meet the functional and technical requirements. The Evaluation Team reserves the right to request additional information, interviews, follow-up demonstrations, or any other type of clarification of proposal information it deems necessary to evaluate the final vendors.

Post- Demo Technical Evaluation: In addition to scripted functional demonstrations, the Evaluation Team may request a more extensive technical demo. This demo will be scheduled on an as-needed basis for the short-listed applications.

Vendor Documentation for Evaluation Purposes: County, at its sole discretion, may ask the vendor to provide the County without charge, one complete set of documentation for evaluation purposes, including but not limited to, a systems design manual, individual program manuals, samples of program source, individual operations manuals, a user's manual, and available training aids. County will sign a non-disclosure agreement if required. County owns all data, which is managed by the system.

Best and Final Offer: The County may choose to undertake a "Best and Final Offer" approach to awarding this bid. Details regarding the "Best and Final Offer" process and expected deliverables will be provided in advance to the top qualified vendor(s), if applicable.

Contract Award and Execution: Proposals will be examined promptly after opening and award will be made at the earliest possible date. The prices quoted must be held firm. County reserves the right to make an award without further discussion of the proposal submitted. County shall not be bound or in any way obligated until both parties have executed a Vendor contract. County also reserves the right to delay contract award and/or not to make a contract award, or to make separate awards or software requirements, hardware requirements if it is deemed to be in the best interest of the County. County cannot enter into a contract unless approval is provided by the Milwaukee County Board of Supervisors and the County Executive.

The general conditions and specifications of the RFP and the successful vendor's response, as amended by agreement between the County and the vendor, including e-mail or written correspondence relative to the RFP, may become part of the contract documents. Failure of the vendor's products to perform as represented may result in elimination of the vendor from competition or in contract cancellation or termination. It is the intent of the County to successfully negotiate a contract by the date indicated in Section 5 of this RFP.

SECTION 8: CONDITIONS

Business Registration and Taxation: The vendor awarded the contract will be subject to the State of Wisconsin and the County's business registration and business taxation regulations as provided in the Wisconsin General Statutes and Milwaukee County's Code of Ordinances.

Insurance Requirements: The vendor shall procure and maintain for the duration of negotiated contract, insurance of the types and in the amounts described in Appendix G against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the vendor, its agents, representatives, employees, sub-consultants, or subcontractors.

Source Code: Software vendor agrees that all programs are the most current releases of each software module.

Non-Discrimination Clause: The vendor shall comply with all federal, state, and local laws, rules, regulations and ordinances prohibiting discrimination in employment with regard to age, sex, race, color, creed, national origin, or mental handicap, unless based upon a bona fide occupational qualification.

Equal Business Opportunities Policy: It is the policy of the County to provide equal opportunities for small firms owned by socially and economically disadvantaged persons doing business in the County's Contracting Marketplace. It is further the policy of the County to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct the present effects of past discrimination and to resolve complaints of discrimination.

As part of your proposal submittal, please complete the required Professional Services forms found in Appendix E of this RFP. Please note that failure to complete and submit the required documents will deem your proposal non-responsive and ineligible for consideration. If you have any questions about the required documents or the Equal Business Opportunity Program, contact Freida Webb at fwebb@milwcnty.com.

Trade Secrets: Trade secrets or similar proprietary data that the vendor does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by law. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal, which is to remain confidential, shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. The term "Confidential/Proprietary" does not include ideas, techniques, or concepts that are in the public domain.

The vendor agrees that it will not permit the disclosure or duplication of any information received from the County or stored on County systems unless such disclosure or duplication is specifically authorized in writing by the County, or as required by law. County agrees that it will not disclose or duplicate any information designated in advance by the vendor as "Confidential/Proprietary" information to any person (other than the County personnel who must have access to such information) unless such duplication, use, or disclosure is specifically authorized in writing by the vendor or is required by law.

Vendors must warrant to the County that software specifications, capabilities, and performance characteristics are as stated in the proposal and accompanying documentation. Submission of a Proposal will represent your agreement to these conditions.

Termination Clause: County reserves the right to make an award without further discussion of the proposal submitted. County shall not be bound or in any way obligated until both parties have executed a contract. County also reserves the right to delay contract award and/or not to make a contract award.

NOTE TO THE RESPONDER:

BY SIGNING THIS INVITATION FOR PROPOSALS (Appendix F), THE VENDOR HEREBY AGREES TO COMPLY WITH THE INSTRUCTIONS TO THE VENDOR, AND THE PROPOSAL REQUIREMENTS INCORPORATED IN THIS PROPOSAL. ANY EXCEPTIONS TO ANY OF THE ABOVE WILL RENDER YOUR PROPOSAL NON-RESPONSIVE. UNSIGNED BIDS WILL BE REJECTED.

Appendix A: Letter of Intent to Bid

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

Representative's Signature

Date

Representative's Printed Name

Company Name and Legal Name for Business within Wisconsin

Company's Address

Representative's Email Address

Contact Number

Send This Form To:

**Laurie Panella, Interim CIO, Information Management Services Division
Milwaukee County
2711 W. Wells Street, Room 713
Milwaukee, WI 53208**

Email: lpabella@milwcnty.com

Appendix B: Table 1 – Vendor Information

1. Contact Information
a. Company Name
b. Name and Title of Primary Contact Person
c. Office/Location Address
d. Phone, Fax, Email
e. Office/Location Address, Phone, Fax, and Email close to Milwaukee, WI
f. Company Website
2. Company Information
a. Year Founded
b. M&A activity related to the EHR business over the past three – list each organization and the purpose behind such activity.
c. Revenue and Income: Current and Prior Year
d. Percentage of revenue expended on R&D on your proposed product for the last three fiscal years? What is budgeted for the current and next fiscal years?
e. Number of years in the business of developing and marketing your products.
f. Is your EHR certified for CCHIT, JCAHO, MDS or Meaningful Use? What are the plans for your company in terms of these certifications?
g. Describe any alliances or partnerships that you have? Explain?
h. Corporate Headquarters and regional offices closest to Milwaukee, WI
3. Vendor Employee Counts
a. Product Development
b. Implementation
c. Help Desk Support
d. Sales
e. Administration
f. With Clinical Background – Physicians, RNs, or other clinicians
4. Vendor Employee Counts in offices close to Milwaukee, WI
a. Product Development
b. Implementation
c. Help Desk/Support
d. Sales
e. Administration
5. Number of Users in Client Installation as it relates to:
a. Behavioral and Mental Health Specialty
b. Behavioral and Mental Health Inpatient
c. Behavioral and Mental Health Outpatient
d. Behavioral and Mental Health Long-Term Care
e. Behavioral and Mental Health Acute and Crisis Care
f. Jail or Correctional Environment
6. Target User Profile
a. Industries
b. Sizing Range: Population and Operating Budget
c. Sizing Sweet Spot: Population and Operating Budget
d. Any specific examples of tangible benefits (ROI or ROC) that can be documented by other users/clients of your proposed system.

7. Implementation Model
a. Direct or VAR
8. Version Schedule
a. EMR Inpatient Current version and release date
b. EMR Outpatient Current version and release date
c. EMR Long-Term Care Current version and release date
d. Typical release schedule for minor and major
e. Are releases and federal/state mandated changes part of the maintenance agreement? Explain variances if any.

Appendix B: Table 2 – Requirements

The chart below provides the high-level business and technical requirements. All vendors are required to rank the requirements based on the rankings provided in Section 6. If a ranking is not a “5” (Standard), please provide comments to justify the ranking.

High-Level Business and Technical Requirements	Ranking	Comments
1. Clinical Administration		
a. General		
i. Ability to switch from one patient record to another quickly and easily.		
ii. Ability to organize the screen and customize tabs or modules according to user preference.		
b. Demographics		
i. Demographic capability must include all conventional information as well as links to criminal record, medical history, legal representation, insurance carriers, and photographs, video, audio, and other.		
ii. Ability to transfer demographic data from an external system without any data entry.		
iii. Legal status must be accessed and updated as necessary.		
iv. Medical history and current status must be available.		
c. Admission/Induction Process (Workflows)		
i. All administrative procedures must be programmable as workflows.		
ii. Automatic tracking of workflow status shall be provided by department, service provider, and any other organizational structure element.		
iii. Historical record must be available on line for admission		
iv. Legal Status must be available on line during the admission process		
v. The system must be capable of addressing treatment regimes from acute inpatient long term care, to drug rehabilitation, to at home consultation.		
d. Financial Management		
i. The system must include integrated insurance coverage validation as part of the admissions process.		
ii. The System must provide a highly integrated data collection system to collect treatment information on services provided so that accurate and timely billing to multiple funding sources from Medicare, Medicaid, Badger Care, and private insurance carriers can be achieved.		

High-Level Business and Technical Requirements	Ranking	Comments
iii. The System must provide a highly integrated data collection system to collect treatment information on services provided by third party agencies so that accurate and timely payments for those services can be provided from prioritized multiple funding sources.		
iv. The ability to automatically prioritize braided funding sources for services rendered by third party community based providers.		
v. The ability to generate vouchers/authorizations by patients associated with eligible funding sources.		
vi. The system must provide full adoption of government standards for condition codes: ICD9, ICD10, and DSM. All assessment and diagnosis should, to the extent possible, be done by menu selection and check box selection. Free text should be provided but menu system should cover 99% of options.		
vii. The vendor must commit to maintaining all treatment codes and billing codes promulgated by the federal government, state government, and major insurance providers.		
viii. The system must have the capability to monitor and maintain provider agency and performing provider credentialing.		
ix. Record keeping must be oriented toward and certifiable for cost recovery for patients who may be on Medicaid or Medicare or have private insurance.		
x. Record keeping must be oriented to collect and maintain information supporting certification of meaningful use requirements.		
xi. System must be capable of controlling and tracking patients who are located at third party community based facilities such as hospitals, halfway houses, residences and contracted private institutions.		
xii. System must be capable of resource and capacity management functions – including wait lists management		
xiii. All transactions with contract and other external vendors regarding patient care must be input electronically to the new system. Data editing and error correction must be done real time. The technology for this capability is address in the technology section. A web based portal approach is recommended.		

High-Level Business and Technical Requirements	Ranking	Comments
xiv. The system must be capable of capturing costs against segregated fund, state contract, and grant codes so that fund, contract, and grant account status can be controlled and reported upon.		
xv. The system must be capable of managing critical inventory items such as medications or be capable of collecting data and interfacing with an inventory management/purchasing system.		
xvi. Billing and accounts receivable should be controlled by administrative workflows.		
e. Financial Coding		
i. Accounts Payable		
1. Claims made by community based contract providers must be electronically captured and coded in a manner compatible with collection from primary payers such as Medicare and Medicaid, State contracts and grants as well as major insurance carriers.		
2. The system must interface with the County's accounting system for purposes of making disbursements to vendors either through check or EFT.		
3. All transactions will be recorded and audit trails maintained compatible with Federal and State audit requirements.		
4. The accounts payable function relating to Community based contract providers must be integrated with the claims processing and accounts receivable process to eliminate the possibility of failing to pass such cost on to the primary payers.		
ii. Accounts Receivable		
1. The system must provide on line real time Insurance Verification.		
2. The system must provide a flexible user driven financial reporting system to include standard client billing and payment summaries, User ability to specify reporting by individual, provider, unit, department, and division as well as establish time windows for the reports.		
3. The system must provide and maintain up to date service coding and the ability to translate service codes into billing codes		

High-Level Business and Technical Requirements	Ranking	Comments
4. The system must provide for an interdivisional discharge and admission when patients are transferred from one facility/treatment mode to another. Billing at each stage is required.		
5. The system must provide a claims processing and denial management process based on service provider modifier codes. Cash posting must also be linked to these modifiers.		
6. The system must be capable of electronic billing, receiving funds via electronic funds transfer and for automated cash posting.		
7. Automated billing analysis against standard audit criterion must be provided and automated billing correction and alerts provided to the billing analyst.		
8. The system must be capable of real time claims rejection processing so the rejected claims are presented to the clerical staff for electronic analysis, correction and resubmission.		
9. The billing process must be capable of producing invoices and statements based upon user defined criterion. Examples; weekly, monthly, alphabetically by day of the month, etc.		
f. Reporting		
i. All reports must be available on-line, or exportable as word, excel, PDF, and/or text format.		
ii. The system should provide patient oriented reports on all treatments, orders, incidents including medical, psychological, and dental on a regular schedule and/or ad-hoc basis.		
iii. The system must provide provider oriented reports on all provider activities including patient contacts, orders issued or performed, appointment backlog and other management information on a regular schedule and ad-hoc basis.		
iv. The system must provide all standard Federal and State mandated administrative reports regarding patient statistics, treatments rendered, cost per patient, and exceptions.		
v. Administrative reports must support resource planning and utilization, scheduling, and performance against plans.		

High-Level Business and Technical Requirements	Ranking	Comments
vi. Reporting must include on line real time status patient information including current location, provider contact, insurance coverage status, insurance application status, account balance, etc.		
vii. Financial reporting must included billing summaries, outstanding collections efforts by all payers, funding sources, 3 rd party payer status.		
viii. The system should provide on line real time administrative reporting including facility census, treatment statistics, resource schedules, admissions and discharges, etc.		
ix. The system must include a user oriented reporting tool such as Crystal Reports.		
g. Scheduling		
i. Patient management must include appointment scheduling with a real time interfaces to the BHD and CJIS system to alert custodians of appointments.		
ii. Each user and user group must have a TO DO list and an appointment schedule available on line.		
iii. All scheduled treatments and tests must be on line with interfaces to contract providers.		
iv. Time limit alerts must be provided for all time sensitive activities. <i>For example, if an assessment should be completed in 72 hours, alerts should be generated when there is only 24 hours left and when the 72 hours has expired.</i>		
v. Milestones such as acceptance into booking, acceptance into PCS, completion of assessment admission and discharge, and transfer to residence should be time stamped and reported on.		
2. Clinical Management		
a. General		
i. Ability to display a patient summary including patient demographics, problems, medications, allergies, health maintenance, encounter listing, patient tasks, recent encounters, patient picture, and personal profile.		
ii. Problem list with most common problems available for each provider.		
iii. Notifications or alerts to provider of critical lab and other test results for immediate attention with priority.		
iv. Problem lists, allergies, and medications can be updated or edited and signed at any time.		

High-Level Business and Technical Requirements	Ranking	Comments
v. Standard order sets that can be customized by each provider.		
b. Assessment		
i. The system must provide a hierarchical menu and forms architecture for all recognized medical, dental and psychological conditions. If a condition is reported at the top level a sub level pops up to record the details. This should have multi level capability and user friendly navigation tools.		
ii. Assessments must include triage level medical, dental and psychological capability.		
iii. Assessments on technical and financial eligibility determination.		
iv. Assessment process must include scheduling of follow up appointments with priority level settings.		
v. Assessment options must include comprehensive screening, level of care determination and immediate acute treatment options.		
vi. Ability to select provider and placement options		
c. Diagnosis		
i. The system must provide free text capability and full text search capability.		
ii. The system must be capable of storing scanned documents, x-rays, lab results, audio file, video files, JPEG, and other graphic files. These files must be linked to the patient record.		
iii. The system must provide real time resource availability and scheduling.		
iv. All standard treatment protocols must be provided in the form of structured workflows. Workflow must modifiable based upon scenario based options and managed accordingly.		
v. Data entered regarding diagnosis and treatment protocols must be coded directly into the system and at the same time translated into workflow and billing codes information eliminating all duplication of data entry.		
d. Scheduling		
i. The system must be capable of providing prioritized alerts for time sensitive events in the form of e-mails, pages, automated phone calls, on screen signals, and other means.		
ii. The system must be capable of managing and controlling group therapy sessions and allow for comments and reporting by individual attendee. It should include group appointment, multiple sessions, attendance records, and individual progress reporting. An important option would include video and audio records of group sessions.		

High-Level Business and Technical Requirements	Ranking	Comments
iii. Import batches must be capable of triggering system events such as Alerts, Reports, Workflows, Orders, appointments and other processes. <i>For example, the receipt of lab results should trigger an alert to the requester and trigger the next workflow step in the test protocol.</i>		
iv. Internal system events must be capable of triggering export batches. For example an order for an x-ray should trigger an export order to the x-ray provider in real time.		
v. All resource scheduling and availability must be managed through the system.		
e. Treatment Protocols (Workflows)		
i. The system administrator should be able to create and modify work flows in the system.		
1. All medical protocols must be programmable as workflows.		
2. All administrative procedures must be programmable as workflows.		
3. Automatic tracking of workflow status shall be provided by department, service provider, and any other organizational structure as defined by the County.		
4. Workflow status reports daily, weekly, monthly, quarterly and annually shall be provided.		
5. Alerts will be provided to service providers when time sensitive workflow steps are not process on time.		
ii. All laboratory orders will be process as workflow steps, scheduled and managed accordingly.		
iii. All outside services will be processed as workflow steps, scheduled and managed accordingly.		
f. Electronic Medication Administration Records (e-MAR)		
i. The system must include a closed loop Electronic Medication Administration capability.		
1. Electronic orders entry, suspension and cancellation		
2. Medication list with formulary display.		
3. Allergy list including on-screen indicator of urgent reactions.		
4. Has prescription writing feature that records data, signature, number, and directions.		
5. Has plain paper prescription printing so that patient can take to pharmacy.		
6. Alerts when prescription conflicts with documented allergy.		

High-Level Business and Technical Requirements	Ranking	Comments
7. Alerts for drug-disease incompatibility.		
8. Track drug interactions and display alerts when conflicting medication is documented.		
9. Completely automated interface to the contract pharmaceutical suppliers.		
10. Tracking of drug formularies from insurance companies.		
11. Ability to customize formularies.		
12. Ability to search and report on prescribed medication in case of drug recall.		
13. Cost analysis of prescribed medications in comparison to formulary and generics.		
14. Ability to provide alternate suggestions for medications.		
15. Rapid delivery of individual doses or single dose dispensing machines.		
16. Bar code or other electronic means of recording delivery of medication to the patients.		
17. Rapid response to cancellation and suspension of treatment.		
18. Return processing of unused medication and automated accounting for same.		
19. Provide automatic medication package for patients upon release (discharge) Copies of prescriptions and 3 day supply of medications.		
20. Interface to Wisconsin State Prison system for medication of State transfer patients. Automated order creation.		
g. Reporting		
i. The system must provide detailed treatment oriented performance statistics. These reports must be performance statistics by provider, by shift, by department, by division and other organizational structures as required.		
ii. The system must collect and report on all non-conforming incidents.		
iii. Episode summary and disposition reports must be provided to assess treatment effectiveness and protocol management.		
iv. Reporting must be flexible enough to report on activities within the acute treatment facilities as well as halfway houses, outpatient and home care activities.		

High-Level Business and Technical Requirements	Ranking	Comments
v. Reporting should include on line real time patient status and schedule; provider status, provider backlogs and schedules; facility status, schedule and backlogs.		
vi. Episode reporting by Community based provider to assess provider effectiveness and recidivism as well as formalized episode review and closing procedures.		
vii. State and Federal reporting requirements based on GBH/RAP/HSRS		
viii. Ability to perform patient population queries for decision support.		
3. Clinical Documentation		
a. Ability to insert dictation markers into note for insertion of transcription. Allow providers to build a note with a combination of structured data and transcription.		
b. Ability to go paperless.		
c. Administrative tools for scanning and indexing non-electronic documents.		
d. The system must be able to produce a summary report on the status of a patient at any point in time without the user having to search through many screens. This would include a discharge report with medication package. This summary should include drill down capability to any detail the practitioner wants to see.		
e. The system must include information regarding any and all patient disability factors which may weigh into treatment or billing matters.		
f. An easy to use on line document creation and editing system must be included as part of the new EMR system. It is estimated that several hundred existing documents will have to be replicated in the new system.		
g. It must be possible to link document, letters and forms to each patient's administrative and treatment workflows to properly document and verify communications with the patient.		
h. It must be possible to attach standard patient education and training literature, medication documentation, and therapy procedures to a patients file. It must be possible to print and distribute these documents to patients on demand.		
4. Technology		
a. Interfaces		
i. Usability		
1. Customizable dashboard GUI is essential for users to orient their desktop to their specific needs.		

High-Level Business and Technical Requirements	Ranking	Comments
2. Medical dispensing options must include a thumb print login capability Example PYXIS medication dispensing system.		
3. Interfacing Advanced Voice recognition capability for note taking and therapy session transcription should available as an option.		
4. Patient consent technology options must include: thumb print, hand print, signature pad, voice recording and other technologies as they become available.		
5. Programmable "Hot Keys" for user shortcuts and convenience must be provided.		
ii. System to System		
1. The system must be capable of interfacing with multiple systems by exporting and importing flat files in user definable formats. International interface standards such as HL7, ANSI X12, and UN/EDIFACT capability must be provided.		
2. Import and export batches must be user schedulable and automatable.		
3. The system must interface with the Court system(s) so that any court mandated protocols, monitoring or treatments can be automatically entered.		
4. Reporting back to the courts must be semi-automatic and in electronic form.		
5. The new system must be capable of interfacing with multiple supplier and vendor systems in multiple formats.		
6. The system must provide interfaces from both the accounts payable and accounts receivable system of the County's Advantage General Ledger system. In addition it will need to account for those Community-based Service provider services that are billed to BHD, but which may in turn billable to Medicare, Medicaid, Private Insurers and/or special accounts funded and State contracts and/or grants.		

High-Level Business and Technical Requirements	Ranking	Comments
7. This system's accounts payable module must be integrated with the accounts receivable system to prevent errors and lost revenue due to inaccurate or unreported services. At present approximately 150 contractors and community based service providers are used. This number will increase.		
iii. Portal		
1. The ability to integrate a secure internet portal into the system to support vendor transactions would be a major Plus.		
2. The system must provide a contract and community based provider portal or real time integration with contractors to insure accurate treatment and financial information, timely claims processing and reduced paperwork and manual data entry. Ability to capture provider feedback and authorize acknowledgments. Currently approximately 150 contractors and community based providers are used and growing in number.		
b. Security		
i. The system must provide that all records should be marked by the logged in user without manual signature required.		
ii. The system must provide that all records be date and time stamped.		
iii. The system must provide that all changes to records be controlled by a "WAS IS" record with the name of person making the change and date & time stamp		
iv. The system must provide auditing capabilities should be based on "Records Accessed" versus only "Records Modified". The date and time of all records accessed should be retained.		
v. Per Healthcare and Behavioral Healthcare Delivery Best Practices, Healthcare Financial Management Association (HFMA) Best Practices, Centers for Medicare & Medicaid Services (CMS) Meaningful Use Medicare and Medicaid EHR Incentive Programs Criteria, HIPAA, Joint Commission, Federal, State and Local Governance Regulatory Compliance (GRC) Laws and Operational guidelines.		

High-Level Business and Technical Requirements	Ranking	Comments
vi. The system must provide that after being saved records should not be editable. Addendum, and corrections should be allowed but under the conditions that all historical traceability be maintained.		
vii. Import files must be editable and correctable before final commitment to processing is made. It should be possible to back out any import.		
viii. Security considerations for login options must include hand print, thumb print, other.		
ix. Security must be compliant with all Federal, State and Local requirements.		
1. All files, databases, and transmissions must be encrypted or can be encrypted at County's discretion.		
2. Security must have a high degree of granularity including by System, Function, Screen, Screen Sub-section, and individual Field.		
3. Security must be controllable by Role Group, Job Title, and Individual. For example, a role Group might be "Nurses", a sub Group might be "Medication Dispensing Nurses" Nurses might have read only access to a patient's medication records, but Medication Dispensing Nurses" might have write capability to that same record.		
x. The system must maintain all historical data. There must be an automated archiving capability with rapid recall of archived records.		
xi. The system must include an automated backup system.		
c. Tools		
i. The system must provide menu selections that are highly flexible with the county administrator being allowed to change and modify menus as conditions change. Old selections should be removed from the drop down list but not deleted from the system in order to maintain historical integrity.		
ii. System must support menu selection by touch screens where technically feasible.		
iii. System must support advanced portable devices. WIFI, Cellular Phones, Store and Forward devices, other.		
iv. System must support barcode readers multiple format, conventional and 2 D format.		

High-Level Business and Technical Requirements	Ranking	Comments
v. The system must provide for electronic patient consent using signature pads, thumb print or other.		
vi. The system must provide high speed response to searches and inquiries. Maximum of 5 seconds.		
vii. The system must provide on-line context directed help screens as well as keyword and process related help.		
viii. Data entry editing for select fields must be provided.		
ix. The system must provide online training for all modules and functions.		
x. The system must provide a user friendly Ad-hoc reporting engine for user defined reports, charts and graphs.		
d. Data Conversion		
i. The system must provide a broad array of data conversion utilities to assist in the implementaion and conversion procss.		
ii. The system must provide data mapping tools to assist in the data conversion process.		
iii. The system must be capable of importing flat files and loading those files to the new database as provided by the data mapping utility.		
iv. Data conversion utilities must include automated editing and error correcting capability.		

Appendix C: Pricing Model

COST PROPOSAL TEMPLATE FOR: <Company Name>
Price this sheet based on number of users, concurrent users, patient visits, providers, per PC, etc. Please explain your pricing strategy in the assumptions.

Expense Category	Implementation Cost	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Five Year Total Cost
1. EMR SOFTWARE - Please list each application components here that the County will have to purchase separately							
Software License Cost							
Additional Software License Cost							
Subtotal							
ASSUMPTIONS							
List all assumptions here:							
2. THIRD PARTY SOFTWARE - Please list each application components here that the County will have to purchase separately							
List third-party software required to address County's needs							
Subtotal							
ASSUMPTIONS							
List all assumptions here:							
3. DATA CONVERSION - Estimated at about 4 flat files for CCFC/CCFS and a migration of the Netsmart MIS for BHD.							
List Data Conversion Costs							
Subtotal							
ASSUMPTIONS							
List all assumptions here:							
4. INTERFACES - Estimated at about 10 for CCFC/CCFS and about 50 for BHD.							
List Interface Costs							
Subtotal							
ASSUMPTIONS							
List all assumptions and/or strategy for interface design here:							

Expense Category	Implementation Cost	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Five Year Total Cost
5. VENDOR IMPLEMENTATION, INSTALLATION, TRAINING, ETC.							
Installation Costs							
Implementation Costs (PM, BA, etc.)							
Training Costs							
Other Implementation Costs							
Subtotal							
ASSUMPTIONS							
List all assumptions and process for implementation costs here:							
6. HOSTED AND MAINTENANCE COSTS							
Hosting Costs							
Annual Maintenance Costs							
Subtotal							
ASSUMPTIONS							
List all assumptions:							
7. IN-HOUSE AND MAINTENANCE COSTS							
Hardware Costs (Explain Configuration)							
Additional Software Costs							
Additional Infrastructure or Other Costs							
Annual Maintenance Costs							
Subtotal							
ASSUMPTIONS							
List all assumptions:							

Expense Category	Implementation Cost	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Five Year Total Cost
8. OTHER COSTS NOT ADDRESSED ABOVE							
Other Costs							
Subtotal							
ASSUMPTIONS							
List all assumptions:							
TOTAL COST							
VENDOR NAME:				INITIALS:			

Appendix D: Vendor References

Please provide three vendor references. If using third-party software or partners, please provide three vendor references for them too.

- Agency Name
- Agency Address
- Contact Information at the Agency – Contact Name, Number, and E-mail
- Background of the Agency – Correctional or Mental/Behavioral Health, Number of Patient or Inmates, # of sites, # of patients or inmates within each site, services offered within each site (inpatient, outpatient, long-term services, etc.). If Correction facility, then whether it is a jail, prison, juvenile, other. And the Level of Accreditation – ACA, NCCHC, JCAHO, MDS, or Other.
- Background of the Contract – Contract Term (original, extension, renewal, rebid, etc.), Start and End (if completed). If terminated, then reason for termination.

Appendix E: Certificate of Good Faith Efforts

1. The successful Contractor/service provider shall comply with CFR 49 Part 23 and 26 and Chapter 42 of the Milwaukee County Ordinances, which requires Good Faith Efforts (GFE) to achieve participation of certified Disadvantaged Business Enterprise (DBE*) firms on all USDOT and Milwaukee County funded service contracts. In accordance with this Milwaukee County policy and US DOT requirements, the Contractor/service provider shall ensure that DBEs have an opportunity to participate in this contract.
2. The Community Business Development Partners (CBDP) Office of Milwaukee County is authorized to make the determination that Contractor/service provider has made a good faith effort (GFE) to achieve the required DBE participation by doing either of the following:
 - a. Shows evidence that it has met the DBE participation by submitting a complete Commitment to Subcontract to DBE Firms (**DBD-014 form**); or
 - b. Documents that it made good faith efforts to meet the DBE participation goal, even though it did not succeed in achieving it. In this case, the Contractor/service provider must submit the Certificate of Good Faith Efforts (**DBD-001 form**) and all relevant documentation with their proposal.
3. The efforts employed by the Contractor/service provider should be those that one could reasonably expect a Contractor/service provider to take if the Contractor/service provider were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. (49 CFR §26.53 and Appendix A to 49 CFR Part 26 which provides guidance regarding GFE). (Refer to Milwaukee County DBE Provisions governing GFE attached to this document.)
4. In the event the CBDP Office determines that the Contractor/service provider has failed to meet the GFE requirements, the Contractor/service provider is entitled to appeal this determination. The provisions of 49 CFR §26.53(d) apply to such an appeal. A request for administrative reconsideration must be sent within three (3) calendar days of receiving written notice from the CBDP office of the failure to meet the GFE requirement. The request should be sent to:

CBDP Office

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

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

5. Prime Contractor/service provider must submit with its proposal, the Sub-consultant Information Sheet (**DBD-002 form**) a complete Commitment to Subcontract to DBE Firms (**DBD-014 form**); or if the Contractor/service provider is not able to meet the DBE goal the Contractor/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):
 - a. Name(s) of DBE(s) firm(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.
6. When evaluating a Contractor's proposed DBE commitment (**DBD-014 form**), Milwaukee County reserves the right to request any documentation from both the prime Contractor and the listed DBE subcontractors. If the information requested is not submitted by the Contractor within the time specified for such submission, Milwaukee County may award the contract to the next lowest responsive, responsible Proposer.
7. The Contractor/service provider shall prepare and submit accurate and timely forms and reports on DBE utilization to the Community Business Development Partners (CBDP) Office after contract award. These shall include, but not be limited to DBE Utilization Reports, and other forms as directed. Failure to submit forms and reports as prescribed herein, will result in delay of payments, or other sanctions deemed appropriate by the County, including those listed under Section (8), below.
8. When evaluating the performance of this contract after contract execution, Milwaukee County reserves the right to conduct compliance reviews and request, both from the prime Contractor/service provider and DBE sub-consultant(s), documentation that would indicate level of compliance. If the Contractor/service provider is not in compliance with the specifications, the County will notify the Contractor/service provider in writing of the corrective action that will bring the Contractor/service provider into compliance. If the Contractor/service provider fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:
 - a. Terminate or cancel the contract, in whole or in part.
 - b. Remove the Contractor/service provider from the list of qualified consultant/service providers and refuse to accept future proposals for a period not to exceed three (3) years.
 - c. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the DBE goal, where the failure to meet the goal is the result of a finding by the CBDP Office of consultant/service provider's bad faith.
 - d. If the Contractor/service provider has completed its contract, and the goal was not met due to an absence of good faith on the part of the Contractor/service provider as determined under 49 CFR Part 26, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE goal. The County may in such case retain any unpaid contract amounts and retainage otherwise due the Contractor/service provider, up to the amount of the unmet goal. If insufficient funds remain in the contract account to compensate the County up to that amount, Milwaukee County may bring suit to recover damages up to the amount of unmet goal, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.

9. **DBE Participation Goal:** Each prime consultant/service provider shall utilize DBE firms to a minimum of the specified DBE contract goal. DBE participation requirement relative to contract award shall be based upon the approved Milwaukee County Commitment to Subcontract to DBE Firms (DBD-014 form). Contractor/service providers receiving additional work on the contract in the form of addendum, etc. shall be expected to increase DBE participation proportionally.
10. Contractor/service providers should note that for the purpose of proposal evaluation, only DBEs certified at the time of proposal submission will be counted toward the goal. Only DBEs that have been certified by Milwaukee County's Community Business Development Partners (CBDP), Certification Section, prior to the proposal due date may be listed on the "Commitment to Subcontract with DBE Firms" form and counted towards the DBE requirements on this project. In order to identify any certified DBE firms, and prevent any delay or disqualification of your proposal, refer to the Directory issued by **CBDP. The directory can be viewed at www.milwaukeecounty.org, do a search for "vendor", scroll down and double click on "Certified Vendor List" then click on the State of Wisconsin UCP Directory of Certified DBE Firms for the statewide listing, which includes Milwaukee County certified DBE firms. If you need additional assistance related to certified DBE firms, contact the CBDP Office at (414) 278-4747.**
11. Prime Contractor/service provider shall count towards the DBE requirement and be credited one hundred percent (100%) of expenditures to DBE firms, if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed certified DBE firm. The Director of the CBDP Office through the application of 49 CFR §26.55© will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
12. Prime Contractor/service provider is required to notify the CBDP office if their DBE subcontractors will further subcontract out work on this project. Credit will be given based on actual participation by DBE firms.
13. Listing a DBE on the Commitment to Subcontract to DBE Firms Form shall constitute a written representation and commitment that the prime Contractor/service provider has communicated and negotiated directly with the DBE firm(s) listed, and that it will use the listed firm(s). If awarded the contract, the prime Contractor/service provider will enter into a subcontract agreement with the DBE firm(s) listed on the Commitment to Subcontract to DBE Firms form for the work and price set forth thereon. This agreement must be submitted to the CBDP Office within seven (7) days from the Notice to Proceed.
14. Prime Contractor/service provider must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, or if the prime consultant/service provider has a problem in meeting the DBE goal, or any other problem relative to the DBE goal requirement, the prime Contractor shall immediately contact the CBDP Office at (414) 278-5248. If needed, prime Contractor must submit a written request for substitution, including the reason for the request and the log. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime Contractor.
15. **DBE Utilization Reports/Payment Applications After Contract Award.** DBE Utilization Reports **(DBD-016 form)** must be submitted with the Payment Applications by the successful Proposer after contract award. These reports must cover the period from the start of the project to the end of the period covered by the payment application being submitted or the period since the last

payment application. The reports must be submitted even if no DBE activity took place during the period being reported. The County Project Manager will reject payment applications that are not in compliance with this section.

16. Final Payment Verification. The successful prime consultant/service provider must submit the "DBE Subcontractor Payment Certification" form (**DBD-018 form**) and the final DBE Utilization Report along with their Final Payment Application. The County Project Manager will not process the Final Payment Application if these reports are not submitted.
17. County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of the CBDP Office.

COMMITMENT TO SUBCONTRACT WITH *DBE* FIRMS

PROJECT No.: _____ PROJECT TITLE: _____

TOTAL CONTRACT AMOUNT* \$ _____ DBE Goal:* 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____

State of _____, My Commission expires _____.

Signature of Notary Public

[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.

Form DBD-014 PLEASE NEXT PAGE FOR INSTRUCTIONS & ADDITIONAL REQUIREMENTS

Rev. 03/05/04

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

INSTRUCTIONS:

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

ADDITIONAL INFORMATION/REQUIREMENTS:

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

5. **SUBSTITUTIONS, DBEs SUBCONTRACTING THE WORK, TRUCKING FIRMS:** The prime Contractor must submit a written request for substitution, specifying the reason for the request. Approval must be obtained prior to making substitutions. Requirement to notify and obtain approval from the 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.

DBD-014 Revised 03/05/04



Consultant/service provider: _____ Project Title: _____

SUBCONSULTANT INFORMATION SHEET

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

(✓) *	Name	DBE Yes/No	Address	Date Firm Established	Annual Gross Receipts (**)	Work or Service to be Performed

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

(**) Annual Gross Receipts: A: Less than \$250,000 B: \$250,000 to \$500,000 C: \$500,000 to 1 million

D: \$1 million to \$5 million E: \$5 million to \$15 million F: More than \$15 million

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

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____.

MILWAUKEE COUNTY

COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE

PROVISIONS GOVERNING GOOD FAITH EFFORTS

(Based upon 49 CFR Part 23 and 26, Appendix A, attached)

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

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

2. GOOD-FAITH EFFORT PROCEDURE.

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

3. GUIDELINES FOR ENGAGING IN GOOD-FAITH EFFORTS.

Also included in this packet is Appendix A of 49 CFR 26 upon which form DBD-001PS is based. Review this carefully. This document sets forth the kind of activities that the county would reasonably expect of a Contractor who was actively and aggressively seeking to engage DBE sub-Contractors. Both, the contracting officer and the administrative hearing officer(s) will be guided in their decisions by Appendix A and the contents of the bidder/Proposers DBD-001PS. At the administrative hearing the contracting officer will present the rationale for denying the waiver, and you will have an opportunity to present your case and rebut any statements or

evidence. The burden of proof is on the bidder/Proposer to convince the hearing officer that a good-faith waiver is warranted by the evidence. The hearing officer will promptly issue a written decision setting forth the basis for his or her decision. This decision is final.

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

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

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

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

- I. When Milwaukee County establishes a DBE contract goal on a DOT-assisted contract a bidder/Proposer must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder/Proposer can meet this requirement in either of two ways. First, the bidder/Proposer can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder/Proposer can document adequate good faith efforts. This means that the bidder/Proposer must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which Milwaukee County has established a contract goal, part 26 requires you to use the good faith effort mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder/Proposer that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder/Proposer has made. The efforts employed by the bidder/Proposer should be those that one could reasonably expect a bidder/Proposer to take if the bidder/Proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions Milwaukee County against requiring that a bidder/Proposer meet a contract goal (i. e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder/Proposer makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions, which Milwaukee County should consider as part of the bidder/Proposer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:
 - A. Soliciting through all reasonable and available means (e. g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/Proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/Proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

- C. Soliciting through all reasonable and available means (e. g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/Proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/Proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- D. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- E. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- F. Negotiating in good faith with interested DBEs.
 - (1) It is the consultant/service provider's responsibility to make a portion of the work available to DBE subcontractors and to select those portions of the work consistent with the available DBE subcontractors, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - (2) A consultant/service provider using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder/Proposer's failure to meet the contract DBE goal, as long as reasonable. Also, the ability or desire of a consultant/service provider to do the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts. Prime consultants/service provider's 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 postponement 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: _____

**DBD-003PS Form
01/05/07**

County RFP # 6601

IT WITH ALL YOUR
PAYMENT APPLICATIONS
cc: CBDP, 2711 W.Wells St
Milwaukee, WI 53208

DISADVANTAGED BUSINESS ENTERPRISE
PROFESSIONAL SERVICES "DBE" UTILIZATION REPORT*

NAME OF CONSULTANT _____ TELEPHONE NO. () _____
ADDRESS _____ **CITY** _____ **STATE** _____ **(ZIP**
CODE) _____
PROJECT TITLE _____ **PROJECT #** _____
TOTAL CONTRACT \$ AMT _____ TOTAL CONTRACT PAYMENT YTD \$ _____ CONTRACT % COMPLETE _____
TOTAL DBE CONTRACT \$ AMT _____ TOTAL DBE PAYMENT YTD \$ _____ DBE % COMPLETE
_____ **

COUNTY PROJECT/CONTACT PERSON _____

TELEPHONE NO. _____

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

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

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

Report Prepared by: _____ **Approved**
by: _____
(Name & Title)

***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

DIRECTIONS FOR COMPLETING THE "DBE" UTILIZATION REPORT

This report must be submitted with each payment application.

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

**THIS REPORT MUST BE SUBMITTED EACH PAYMENT APPLICATION EVEN IF NO
ACTIVITY TOOK PLACE DURING THE PERIOD BEING REPORTED**
**IF YOU HAVE ANY PROBLEMS OR CONCERNS WITH ANY DBE, CALL THE CBDP
OFFICE AT (414) 278-5248**

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

"DBE" SUBCONSULTANT PAYMENT CERTIFICATION

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

County Department Issuing Contract/Project _____

Contract/Project Title _____

DBE Firm: _____

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

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

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

Date _____, 200____

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

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

Date _____, 200____

(Prime Consultant/Contractor's Signature)

(Print Name & Title)

(DBE Sub-consultant/Subcontractor Signature) (Print Name & Title)

Form DBD-018PS
Revised 03/05/07

Appendix F: Sworn Statement of Bidder

I, being first duly sworn at _____,
City, State

On oath, depose and say I am the _____
Official Title

Of the Bidder, _____,
Name of Company

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

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

Signature

Legal Address

Subscribed and sworn to before me

This _____ day of _____, 2001

Notary Public, _____ County

State of _____

My commission expires _____.

Appendix G: Insurance Requirements - CONSULTANTS INDEMNIFICATION AND PROFESSIONAL LIABILITY INSURANCE

INDEMNITY

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

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

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

INSURANCE

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

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

<u>Type of Coverage</u>	<u>MinimumLimits</u>
Wisconsin Workers' Compensation Employer's Liability	Statutory \$100,000/\$500,000/\$100,000
Commercial or Comprehensive General Liability	
General Aggregate	\$1,000,000 Per Occurrence
Bodily Injury & Property Damage	\$1,000,000 Aggregate
Personal Injury	\$1,000,000 Per Person
Excess Liability	\$3,000,000 Per Occurrence
Professional Liability	Minimum Limits
Errors & Omissions	\$2,000,000 Per Occurrence
Refer to paragraph A2 for additional conditions	
Indicate if claims made or occurrence policy	

Automobile Liability

Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned and/or hired	
Uninsured Motorist	Per Wisconsin Requirements

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

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

A.1. COMPLIANCE WITH GOVERNMENT REQUIREMENTS

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

A.2. PROFESSIONAL LIABILITY – ADDITIONAL PROVISIONS

The Consultant agrees to provide additional information on their professional liability coverages as respects policy type, i.e., errors and omissions for consultants, architects, and/or engineers, etc.; applicable retention levels; coverage form, i.e., claims made, occurrence; discover clause conditions, and effective, retroactive and expiration dates, to the County of Risk Manager and Insurance as may be requested to obtain approval of coverages as respects this section. It is understood and agreed that coverages which apply to the services inherent in this agreement will be extended for two (2) years after completion of all work contemplated in this project if coverage is written on a claims-made basis.

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

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

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

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

NOTE: Professional liability will be required for architectural and engineering design and supervision. If the principle 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.

Appendix H: Conflict of Interest Stipulation

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

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

YES

NO

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

Name _____

County Position _____

Business Relationship _____

The appropriate corporate representative must sign and date below:

Printed Name _____

Authorized Signator _____

Title _____

Date _____

Appendix I – Milwaukee County Standard Terms and Conditions

Business Registration and Taxation: The vendor awarded the contract will be subject to the State of Wisconsin and County's business registration and business taxation regulations as provided in the Wisconsin General Statutes and Milwaukee County's Code of Ordinances. Milwaukee County is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by Vendor should be without such taxes.

Entire Agreement: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, acknowledgment, or invoice shall be effective or binding unless expressly agreed to in writing by Milwaukee County. Any attempt to alter or change the terms and conditions of the bid/proposal document without prior written authorization by Milwaukee County shall be cause for termination of the contract at the sole discretion of the County

Applicable Law and Compliance: This contract shall be governed under the laws of the State of Wisconsin. The Vendor shall at all times comply with and observe all federal, state and local laws, ordinances, rules and regulations. Milwaukee County also reserves the right to cancel this contract if the County learns the Vendor is a federally debarred Vendor or a Vendor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts. Vendor agrees to hold Owner harmless from any loss, damage, or liability resulting from a violation on the part of Vendor of such laws, rules, regulations, policies, procedures, standards or ordinances.

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

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

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

Disadvantaged Business Enterprise (DBE) Requirement: The successful Vendor shall comply with CFR 49 Part 26 and Chapter 56.30 of the Milwaukee County Ordinances, which requires good faith effort (GFE) to achieve participation of certified DBE firms on all USDOT and Milwaukee County funded professional service contracts. In accordance with this Milwaukee County policy, the Vendor shall ensure that DBEs have the maximum opportunity to participate in this contract. As part of your proposal submittal Vendors must complete the required DBE form accompanying this request. Please note that failure to complete and submit the required documents will deem your proposal non-responsive and ineligible for consideration. The DBE participation goal on this project/contract is seventeen percent (17 %) of the contractable dollars.

If you have any questions about the required documents or the *Community Development Business Partners*, contact Freida Webb at freida.webb@milwcnty.com or Mildred Hyde-Demoze at mildred.hyde-demoze@milwcnty.com

Non-discrimination, Equal Employment Opportunity and Affirmative Action Programs: In the performance of work, successful Proponent shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include, but not be limited to, the following:

- Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Vendor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by County, setting forth the provisions of the non-discriminatory clause.
- Vendor warrants that it has _____ employees. If successful Proponent employs greater than 50 employees Vendor agrees to strive to implement the principles of equal employment opportunity through an effective Affirmative Action plan. The plan shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, in all divisions of Vendor's work force, where these groups may have been previously under-utilized and under-represented. Vendor also agrees that in the event of any dispute as to compliance with the aforestated requirements, it shall be its responsibility to show that it has met all such requirements.
- When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Vendor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.
- If, after notice of a violation to Vendor, further violations of this section are committed during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the

Vendor for use in completing the Contract, or it may permit Vendor to complete the Contract, but, in either event, Vendor shall be ineligible to bid on any future contracts let by County.

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

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

Insurance Requirements: The vendor shall procure and maintain for the duration of negotiated contract, insurance of the types and in the amounts described in Appendix G against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the vendor, its agents, representatives, employees, sub-consultants, or subcontractors.

Independent Contractor: Nothing contained in Vendor's proposal 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.

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

Unrestricted Right of Termination by County: County further reserves the right to terminate this Contract at any time for any reason by giving Vendor thirty (30) days' written notice by Certified Mail of such termination. In the event of said termination, Vendor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, Vendor 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.

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.

Vendor is prohibited from assigning this Agreement, in whole or in part, without the prior written consent of the County, evidenced by a resolution that has been fully adopted by its Board of Supervisors. Notwithstanding the foregoing, Vendor may, with 21 days written notice to Milwaukee County assign this Agreement in its entirety to any entity that acquires all of substantially all of the assets of Vendor.

Prohibited Practices:

- Vendor, 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 Vendor, has a conflict of interest.

- 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 an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

Media Release and Contact: Contracted staff, independent Vendors and subcontractors shall be restricted from releasing any information about the contract or events occurring within a County facility to a public forum or to the media without the authorization of the County and coordinated through the parties' public information representatives.

Non-Conviction for Bribery: Vendor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

Milwaukee County's Use of Technology Policy: Vendor hereby attests that it has been furnished with a copy of Milwaukee County's Use of Technologies Policy (this policy will be included in the contract documentation – vendor may request a copy of this if required) which prohibits the inappropriate use of County-provided technology resources. Vendor acknowledges that it has familiarized itself with Milwaukee County's Use of Technologies Policy and that it specifically agrees that it will make its employees and agents aware of the provisions of said policy. County may, at its discretion, require specific users of County-provided technology, to sign a "User Statement" acknowledging receipt of a copy and awareness of Milwaukee County's Use of Technologies Policy.