

**PROFESSIONAL SERVICES AGREEMENT
POWER Engineers**

PROFESSIONAL SERVICES AGREEMENT (the “**Agreement**”), dated _____, **2016**, between **Milwaukee County**, a Wisconsin municipal body corporate (the “**County**”), represented by the **Department of Administrative Services, Information Management Services Division** and **POWER Engineers** (the “**Contractor**”), combined to be considered the Parties to this Agreement (“**Parties**”).

RECITALS

1. On December 4, 2015, the County issued an RFP for Enterprise Cityworks Implementation (#98150023). The RFP is attached to this Agreement as Exhibit A.
2. On January 19, 2016, the Contractor submitted a Proposal in accordance with the RFP, which is attached to this Agreement as Exhibit B.
3. The County selected the Contractor’s Proposal after a review of all proposals, based on the RFP criteria, the evaluation of the RFP responses, and the added Service Request Website functionality.
4. This Agreement includes the following documents, incorporated by reference, in the following order of precedence: this Professional Services Agreement; the Contractor’s Statement of Work (Exhibit C); any and all Schedules as defined by Provision 2(a); the Contractor’s Proposal Response dated January 19, 2016 (Exhibit B); Milwaukee County’s Request for Proposal #98150023 (Exhibit A); and the Project Table (Exhibit D). If there is a conflict between any of the listed documents, the order of precedence identified above will control.

ACCORDINGLY, intending to be legally bound, the Parties agree as follows:

Definitions. Unless defined in this Agreement, all capitalized terms have the meanings assigned to them in the RFP. Terms defined in the preamble and recitals of this Agreement have their assigned meanings, and the following terms have the meanings assigned to them:

“**Authorized Personnel**” means Contractor’s employees who have a business need to access County Resources and are granted access by the County.

“**Cityworks**” means the Cityworks software, which provides web-based public asset and work management solutions by leveraging GIS mapping data to furnish users with a web-based maintenance system that manages service requests, work orders, inspections, and projects.

“**County Confidential Information**” means the existence of this Agreement, the nature of the Services and the Deliverables provided under all Schedules issued, and all information and materials (including source and object code, if any) disclosed by County to Contractor.

“**County Resources**” means County-designated networks and computer systems of County, and includes all information obtained, stored, or accessible on such networks and systems.

“**Deliverables**” means all tasks, objectives, and milestones as defined by the Project Table, attached as Exhibit D, as well as all Deliverables as defined by a particular Schedule and includes

all items in tangible and intangible form, including inventions, discoveries, works of authorship, programs, derivative works, source code, object code, ideas, techniques, methods, processes, documentation and materials, that Contractor (including its employees, agents, or subcontractors) creates, prepares or delivers to County, or otherwise produces, conceives, makes, proposes or develops, as a result of this Agreement and any Schedules. POWER will continue to retain ownership of all preexisting IP.

“Enterprise Cityworks Implementation” means the design, development, and configuration of Cityworks to meet the business need of County Departments and Divisions, including Parks, the Zoo, Facilities, Economic Development, and Transit. Implementation includes specific configurations, reporting, and process to each Department or Division while maintaining an overall enterprise approach.

“Project Manager” means an individual identified by a Party to serve as point of first contact between Parties for all communications under this Agreement, and who is responsible for representing a Party in all matters regarding the Deliverables, Services, a Party’s needs, and any other concerns arising from the performance of obligations under this Agreement. Project Managers for each Party will be identified by name and telephone number as provided in Provision 4(a).

“Services” means all Deliverables and any additional requirements under the RFP, Statement of Work, attachments or Schedules required to provide County professional Services for Enterprise Cityworks Implementation.

“Schedule” means a document outlining the timeline and Deliverables for a portion of the Enterprise Cityworks project as identified in the Contractor’s Statement of Work and the Project Table. The Project Table is attached as Exhibit D.

“Statement of Work” means the Contractor’s original proposal and cost proposal, along with any edits or changes negotiated since original submission. The Statement of Work is attached as Exhibit C.

“State and Local Government” means any state, county, or municipal entity within the United States.

“Travel Expenses” means all reasonable, business-related expenses incurred by qualified personnel during the performance of Services under this Agreement for mileage, meals, hotel stays, and incidentals related to any of the foregoing, defined by MCGO §56.05.

1. **Term.** The Parties shall be bound to the provisions of this Agreement for an initial Term of no more than twenty-four (24) months, beginning June 1, 2016 and running through June 30, 2018. As provided in the County’s Request for Proposal #98150023 (Exhibit B), at the County’s option this Agreement may be extended for two (2) additional one-year terms by mutual written agreement by the County and Contractor.

2. Schedules and Scope of Services.

- a. **Schedules.** The Parties may amend the Agreement or Statement of Work by written Schedules, executed by both Parties. Each Schedule will be separately executed. When executed, a Schedule is incorporated by reference and becomes part of this Agreement.
 - i. **Agreement Controls.** The performance of all Services shall be governed by the provisions of this Agreement, unless specifically identified in a Schedule. In the case of a conflict between the Agreement and any Schedule, invoice, acknowledgement or similar document, the terms of the Agreement will prevail. Conflicts arising from the component documents of this Agreement shall control in the order listed in Recital 4. Any remedies at law or equity not specifically disclaimed or modified by the Agreement or Schedule(s) remain available to both Parties.
- b. **Scope of Services.** The scope of Services Contractor shall provide to the County under this Agreement includes obligations defined by the following documents:
 - i. This Agreement;
 - ii. Contractor's Statement of Work;
 - iii. Any and all Schedules as defined by Provision 2(a);
 - iv. Milwaukee County Request for Proposal #98150023; and
 - v. POWER Engineers Proposal Response, dated January 19, 2016.

3. Staffing and Provision of Space.

- a. **Staffing.**
 - i. **Subcontracting and Contractor's Employees.** Contractor shall have a written and enforceable agreement in place with each of its subcontractors that will enable Contractor to perform its obligations under this Agreement and any Schedules. Personnel used or supplied by Contractor in the performance of any Services governed by a Schedule are employees of Contractor, and under no circumstances are such personnel to be considered employees of County. Contractor shall have the sole responsibility for the conduct of its personnel, and for payment of its personnel's entire compensation, including salary, withholding of income and social security taxes, workers' compensation, employee and disability benefits and the like. Contractor shall be responsible for all employer obligations toward all of its personnel under all applicable laws and all of County's policies.
 - ii. **Qualifications.** Contractor represents it possesses the necessary skill, expertise, and capability to perform the Services required by this Contract. County represents that its employees will make available any needed information about systems, policies, procedures, and needs unique to County government. County shall have the right to review and approve the qualifications of any personnel Contractor assigns to perform Services governed by a Schedule.

- iii. **Replacement.** County may require Contractor to remove and/or replace any such personnel upon notice to Contractor. Without limitation to the foregoing and when Contractor's personnel are on County's premises, Contractor will immediately remove and replace any Contractor personnel if County determines that such personnel violated or may have violated County's policies or work rules, or any other rule, regulation, statute, or law. Upon County's prior written consent, Contractor will also replace personnel when necessary and appropriate in County's opinion. Contractor agrees to maintain a consistent skill level among all replacement personnel whether Contractor or County instigated the replacement.
 - iv. **Labor Rates.** Labor rates for all work performed by Contractor beyond the Deliverables contemplated by this Agreement, Contractor's Statement of Work, and any Schedules will follow the schedule stated in Provision 5(d).
- b. **Provision of Workspace and Materials.** County agrees to provide mutually agreed upon and reasonable workspace, general office supplies, basic office furniture, a County computer connected to the County network, and access to printing and copying equipment as needed for Contractor's personnel while working at County's facilities, to the extent indicated in the applicable Schedule. Contractor shall provide all materials needed by Contractor's personnel in connection with the performance of Services under this Agreement at no additional expense to County, unless expressly specified otherwise in the applicable Schedule.

4. **Project Managers, Change Control, and Acceptance.**

- a. **Project Managers.** The Parties shall designate the name and telephone number of a Project Manager on each executed Schedule. Any and all transfer of Deliverables or communications regarding the scope of Services under a particular Schedule must be provided through the Project Managers. Project Managers shall arrange and attend any progress review meetings, ensuring that the Party's responsibilities under the Agreement and Schedule(s) have been met on a timely basis, and shall control all changes to any written specifications, Schedules, or Statements of Work. Either Party may change its designated Project Manager for any Schedule at any time upon five (5) business days' written notice to the other Party's Project Manager.
- b. **Change Control.** The County or the Contractor may request a change in the Statement of Work or Deliverables of this Agreement or a particular Schedule by providing the requested changes in writing to the other Parties' Project Manager. Both Parties' Project Managers shall review the proposed change and either approve the change for further investigation, or reject it. Acceptance of any material change must be approved by the County's Project Manager and the County's Chief Information Officer ("CIO") or County designee ("designee").
 - i. **Investigation of Change Requests.** Upon receipt of a change request, the designated Project Manager of each Party shall conduct an investigation to determine the effect that implementation of the proposed change may have on the Deliverables, Statement of Work, or other terms and conditions of the Agreement. If any changes in Deliverables, Statement of Work, or other terms and conditions of the Agreement are discovered during the investigation, the changes must be accepted by the Parties' Project Managers, as well as the CIO or designee. Parties' Project Managers shall document accepted changes in a written document to be

signed and dated upon acceptance by each Project Manager and the CIO or designee.

- ii. **Rejection of Change Requests.** If a Project Manager rejects a change request, both Parties will engage in diligent and good faith negotiations to determine if an alternative to the proposed change can be provided.
- iii. **Failure to Agree on Effect of Proposed Change.** If, despite diligent and good faith negotiations, the Parties fail to agree on the character or effect of a change to the Deliverables or Statement of Work, the County shall have the option to:
 - 1. Require that the Contractor continue to perform the Services without change to the Deliverables; or
 - 2. Upon written notice from the County, require that the Contractor immediately cease performing Services. If the County opts to terminate Services, the County shall pay the Contractor for all Services performed and Deliverables received up to the time of termination in accordance with the terms of this Agreement and the affected Schedule.

c. **Acceptance.**

- i. **Review and Written Acceptance.** All of the Contractor's Services and Deliverables will be subject to review and written acceptance by the County's Project Manager and the CIO or designee, based on the requirements of the Agreement, Schedule(s), and any Amendments made to the Agreement or Schedule(s). Contractor shall specifically perform all Deliverables set forth in a Schedule upon acceptance by the County.
 - ii. **No Payment without Acceptance.** No payment will be due prior to written acceptance by the County. The County represents that it will not unreasonably withhold acceptance.
 - iii. **Correction of Deficiencies.** Contractor shall correct all deficiencies in its Services and Deliverables caused by Contractor and identified during the County's review at no charge to the County; on the condition that all deficiencies identified by the County are reported to Contractor within thirty (30) days following the Service and Deliverable Sign Off Date, Milestone Date, or Production Deployment Date as identified in the approved project schedule that will be jointly maintained by the County and Contractor throughout the project. Deficiencies which constitute breach or default shall follow the procedure outlined in Provision 14(c).
 - iv. **Rejection of Deliverables.** If the County rejects a Deliverable as a result of deficiency, such rejection shall not be cause for non-performance of Contractor's other obligations under this Agreement.
5. **Compensation.** County shall provide compensation to Contractor for Services upon completion of a Schedule. Compensation for each Schedule shall be clearly stated in the Schedule. The total compensation to Contractor for Services performed under the Agreement shall not exceed **\$731,510.19** and approved Travel Expenses as defined in subsection (c), unless agreed to by the County in writing.

- a. Payment Schedule.** Contractor's fees for Services and Deliverables rendered are as set forth in the applicable Schedule. The County shall make a total of thirty-two (32) payments during the Term of the Agreement. Payments will be made on the following schedule:

Milestone ID	SOW Task ID	Description	Estimated Travel Costs	Services Payment Amount
	1	Phase 1: Discovery		
1.1	1.1	Preparation	\$990.00	\$15,267.02
	1.1	Kick-off		
	1.1	Develop Project Management Plan		
1.2	1.2	System Architecture Review and Environment Planning	\$990.00	\$12,911.28
1.3	1.3	GIS Data Requirements	\$495.00	\$11,461.59
1.4a	1.4	Business Process and Requirements Workshops and Draft BP and Requirement Documents	\$6,765.00	\$43,785.10
1.4b	1.4	Business Process and Requirements Confirmation Workshops and Final BP and Req Documents	\$5,610.00	\$31,043.70
1.5	1.5	Integration Analysis and Requirements	\$990.00	\$26,683.32
1.6	1.6	Mobile Field Client Requirements	\$330.00	\$10,872.66
1.7	1.7	Service Request Website Requirements	\$330.00	\$8,698.13
1.8	1.8	Implementation Planning	\$330.00	\$11,851.20
		Phase 1 Total	\$16,830.00	\$172,574.00
	2	Phase 2: Implementation Group 1		
2.1	2.1	Base Software Installation	\$0.00	\$10,326.17
2.2	2.2	Initial Review & Detailed Requirements	\$2,640.00	\$14,571.38
2.3	2.3	GIS Data Design and Development	\$660.00	\$36,852.96
2.4	2.4	Cityworks Configuration	\$0.00	\$37,541.37
2.5	2.5	Interface Design and Development (Employee/VFA-WO/OnBase)	\$990.00	\$82,161.90
2.6	2.6	SR Website Configuration	\$0.00	\$17,259.46
2.7	2.7	Reports and Analytics	\$0.00	\$32,504.49
2.8	2.8	System Review	\$3,960.00	\$13,997.70
2.9	2.9	Training	\$6,600.00	\$40,432.70
2.10	2.10	Testing	\$2,640.00	\$37,220.11
2.11	2.11	Deployment	\$2,640.00	\$25,700.69
2.12	2.12	Support	\$1,320.00	\$13,033.92
		Phase 2 Total	\$21,450.00	\$361,602.85
	3	Phase 3: Implementation Group 2		
3.1	3.1	Base Software Installation	\$0.00	\$5,780.35
3.2	3.2	Initial Review & Detailed Requirements	\$1,650.00	\$10,797.69
3.4	3.4	GIS Data Development	\$330.00	\$26,173.41
3.3	3.3	Cityworks Configuration	\$0.00	\$25,988.44
3.6	3.6	SR Website Configuration	\$0.00	\$8,092.49
3.7	3.7	Reports and Analytics	\$0.00	\$23,021.19
3.8	3.8	System Review	\$1,980.00	\$11,514.45
3.9	3.9	Training	\$6,270.00	\$35,560.69
3.10	3.10	Testing	\$1,980.00	\$29,086.71
3.11	3.11	Deployment	\$1,980.00	\$15,537.57
3.12	3.12	Support	\$0.00	\$5,780.35
		Phase 3 Total	\$14,190.00	\$197,333.34

Milestone ID	SOW Task ID	Description	Estimated Travel Costs	Services Payment Amount
		Project Travel and Services Totals	\$52,470.00	\$731,510.19
		Project Grand Total	783,980.19	

- b. Invoices.** Contractor shall submit invoices to the County based on the Payment Schedule defined in Provision 5(a). Contractor shall provide complete and accurate invoices within 30 days of each listed Payment Date.
- i. Information to be Included on Invoice.** All invoices submitted by Contractor shall include the following information:
1. The Effective Date of this Agreement and the number of the Schedule being billed;
 2. The County's Purchase Order number, if applicable;
 3. The Contractor's Project Manager's name;
 4. Any and all Travel Expenses billed for;
 5. A description of the tasks performed as set forth in the Payment Schedule as shown above; and
 6. The amount billed.
- ii. Cost of Performance of Obligations.** Contractor is responsible for all charges, costs, and fees incurred as a result of performing its obligations, rendering its Services, and providing Deliverables under the Agreement, unless otherwise indicated.
- c. Travel Expenses.** The County shall reimburse Contractor for Travel Expenses as allowed under the Milwaukee County Code of General Ordinances (MCGO), Section 56.05. Contractor represents that it has read and understands MCGO §56.05, and agrees to abide by all rules, policies, and procedures outlined in that section. Only Travel Expenses complying with MCGO §56.05 will be covered under this Agreement. Reimbursable travel expenses under this Agreement shall be included in the invoice corresponding to the milestone in which the travel occurred.
- d. Labor Rates.** Contractor may bill for work performed by Contractor beyond the Deliverables contemplated by this Agreement, Contractor's Statement of Work, and any Schedules based on the estimated rates listed in the chart below. Any increase from the published rates as shown below in future years 3 and 4 of this Agreement will not exceed the lesser of an increase in annual change in the Consumer Price Index (CPI) or three (3) percent. Contractor agrees to adhere to the agreed to rates with the permitted increase for the Term of the Agreement and an additional period of two (2) years following project closure. Any additional required changes to this provision may be made by written agreement executed by the Parties.

Position	Billing Rate per Hour (USD)
Project Manager	\$165.00
Lead Consultant	\$155.00
Developer	\$155.00
Network Architect	\$155.00

Position	Billing Rate per Hour (USD)
Technical Architect	\$155.00
Cityworks Consultant	\$125.00
GIS Analyst	\$125.00

- e. **State Prompt Pay Law Exemption.** State Prompt Pay Law, Section 66.285, does not apply to this Agreement.
- f. **Late Payment.** As a matter of practice, the County attempts to pay all invoices within 30 days of receipt of an accurate invoice from Contractor, and County's acceptance of the corresponding Services and Deliverables that comply with the terms of this Agreement. If no disputes arise, and an invoice has not been paid 60 days after it was received by the County, the Contractor may file a claim for 12% (annual rate) on amounts not paid after the 60th day.
- h. **Fees, Taxes and Licenses.** Milwaukee County is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by Contractor should be without such taxes. However, Contractor shall be responsible for all federal, state, and local permits, licenses, and fees, together with all governmental filing related to such permits, licenses, and fees, which arise out of Contractor's performance of Services under this Agreement, or which arise as a result of any compensation paid to Contractor under this Agreement.

6. Representations and Warranties

- a. **Non-Infringement of Intellectual Property.** Contractor represents that the Deliverables (including any pre-existing materials provided by Contractor) will not constitute an infringement or violation of any patent, copyright, trade secret or other proprietary rights of any third Party on the condition that such proprietary right is registered in the United States prior to the effective date of this Agreement. Contractor represents and warrants that no third Party or open source software will be included in any Deliverables without first informing County of the particulars thereof and obtaining County's express written approval thereof. To the extent that Deliverables do contain any software code, Contractor further represents and warrants that such software code is not distributed under, or subject to, the GNU Public License, the GNU Lesser General Public License, or any other license that requires in any instance that other software distributed with such software code be (a) disclosed or distributed in source code form; (b) licensed for purposes of making derivative works; and/or (c) redistributed at no charge.
- b. **Reasonable Efforts.** Contractor represents that it shall use all commercially reasonable efforts to perform the Services as defined and described in the applicable Schedule and in accordance with the terms of this Agreement.
- c. **Compliance with Professional Standards.** Contractor represents that the Services and Deliverables provided under this Agreement shall be performed in accordance with generally established professional standards and practices for such Services existing at the time and location that the Services are performed, in accordance with the best practices in Contractor's industry, and that such Services and Deliverables will comply with all applicable laws, regulations, codes, and ordinances.

- d. Contractor's Employees.** Contractor represents and warrants that it has or will obtain appropriate agreements with its employees and others whose Services it may require, sufficient to enable full compliance with all the provisions of this Agreement, including, without limitation, Provision 7. In addition, Contractor warrants that it will cause its agents and subcontractors to sign any documentation required for access to County Confidential Information and other technology.
- e. Deliverables Free from Restrictive Devices.** Contractor further warrants that the Deliverables: (a) do not and will not contain any restrictive devices such as any key, node lock, time-out, time bomb, or other function, whether implemented by electronic, mechanical, or other means, which may restrict or otherwise impair the operation or use of Deliverables or any material embodying or comprising Deliverables; and (b) shall be free of viruses and other harmful code (including, without limitation, time-out features) which may interfere with the use of the Deliverable(s) regardless of whether Contractor or its personnel purposefully placed such code in the Deliverable(s).
- f. Contractor's Responsibilities for Failure to Comply.** In the event of any failure by Contractor to comply with any of the provisions contained in Provision 6(a) through 6(e) and/or Section 12, in addition to County exercising any of its other rights and remedies under this Agreement or otherwise at law or in equity, and at no additional expense to County, County may require, as applicable, that Contractor promptly:

 - i.** obtain for County the right to continue using the Deliverables; or
 - ii.** replace infringing items or components of the Deliverables with a non-infringing equivalent or a component or part thereof of equal performance and quality; or
 - iii.** modify the infringing items or components of the Deliverables so that they become non-infringing; or
 - iv.** perform all tasks and Services necessary to timely provide Deliverables that satisfy the terms of this Agreement and the applicable Schedule(s), and that do not incorporate proprietary material, or otherwise infringe the rights, of any third party.
- g. Compliance with Laws.** Contractor represents that it:

 - i.** is in full compliance with the Immigration Reform and Control Act of 1986, as amended, and that it will only provide County with personnel whose employment eligibility has been verified;
 - ii.** is in full compliance with all applicable federal, state, and local laws, statutes, rules, and regulations.

7. Ownership, Confidentiality, and Reports.

- a. Ownership of Intellectual Property.** No reports or documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

 - i. Release of Rights.** Except as set forth in subsection iii below, Contractor on its behalf and on behalf of its employees, agents and subcontractors, grants, releases and assigns

to County all right, title and interest, including ownership of all intellectual property rights therein including trade secrets, copyrights, moral rights, database rights and patents, in Deliverables.

- ii. **Deliverables.** All Deliverables created by Contractor, its employees, agents or subcontractors will be the sole and exclusive property of County upon the later of: i) delivery of such Deliverables to County or, ii) receipt of payment by Contractor for the Deliverables. Contractor retains the right to reuse work product developed under this agreement, provided that its reuse complies with Provision 7 (b), below. County agrees to waive any claim against Contractor arising from any transfer, reuse or modification of the Deliverables by Contractor for purposes not contemplated by the Agreement. Notwithstanding the above, Contractor shall have unlimited rights in such Deliverables, to the extent such Deliverables do not contain the Confidential Information of County, which rights shall include the right to use, duplicate or disclose the Deliverables in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so. In addition, and not in limitation of the foregoing, County acknowledges and agrees that Contractor retains and may use the product of its engineering effort expended on behalf of County for its general reference and enhancement of its engineering capabilities and that Contractor retains all rights to the know-how, including but not limited to ideas, concepts, theories and techniques with respect to how to perform the services hereunder.
 - iii. **Pre-Existing Materials.** To the extent that any pre-existing materials (including third Party or open source software) are contained in the Deliverables, said pre-existing materials must be described as such in the applicable Schedule and Contractor hereby grants County an irrevocable, worldwide, nonexclusive, paid-up, royalty-free right and license to use, execute, reproduce, perform, display, distribute, and prepare derivative works of such pre-existing material, as well as to authorize others to do any or all of the above, but in any case limited to the extent needed by County to exploit the Deliverables as contemplated by this Agreement. County shall not have the right to sell, transfer, or grant rights to Contractor's pre-existing materials to any outside entity. However, notwithstanding the foregoing, County shall retain the right to transfer and grant rights to use of pre-existing materials to municipal government entities to allow those entities to interface with the County's Cityworks installation.
- b. **Confidentiality.** Contractor will not disclose County Confidential Information to any third Party person or entity, except to the extent required by a court or government agency order or rule (provided that Contractor first gives County written notice of such order or rule to enable County to have the opportunity to quash or limit the scope of said order or rule). Contractor may disclose County Confidential Information only to those of its employees, agents and subcontractors (and in the case of agents and subcontractors, only if previously approved by County in writing and only if they have previously signed a confidentiality agreement that is consistent with the terms of this Provision 7(c)), who possess a legitimate need to know for purposes of fulfilling obligations to County under this Agreement and the applicable Schedule(s), and may use County Confidential Information only for such purposes. County Confidential Information does not include: 1) information that is or becomes publicly available without restriction to Contractor or any other person through no wrongful act; 2) information that was in the Contractor's possession free of any obligation of confidence at the time it was disclosed to Contractor; or 3) information that was developed

by employees or agents of Contractor independently of and without reference to any information disclosed to Contractor by the County. All County Confidential Information is and remains the property of County, and upon written request Contractor will promptly return all Confidential Information, along with all copies and portions thereof, to County; except that Contractor may retain a copy of the Confidential Information, subject to the obligations of this Agreement, if Contractor determines such retention is necessary for the sole purpose of documenting the use of such Confidential Information in the preparation of any work product to which professional liability might attach. Without waiving any other rights that County may have and notwithstanding anything to the contrary herein, County may immediately terminate with cause (with no right to cure) this Agreement upon written notice to Contractor in the event that Contractor uses or discloses County Confidential Information other than as expressly permitted in this Provision 7(b).

- c. **Reports.** Contractor shall provide written progress reports or oral presentations to County as directed by the County Chief Information Officer or designee. At the termination of this Agreement, Contractor shall provide one (1) electronic copy of a final report for each of the projects completed. This Agreement provides for Contractor to make written and oral presentations concerning any final report, from time to time, and as requested by County.
8. **Audit and Inspection of Records.** Contractor shall permit the authorized representatives of County, after reasonable notice, to inspect and audit all data and records of Contractor related to carrying out this Contract for a period up to three years after completion of the Contract. The prime consultant must obtain prior written Milwaukee County approval for all subconsultants and/or associates to be used in performing its contractual obligations. There must be a written contractual agreement between the prime consultant and its County approved subconsultant and/or associates which binds the subconsultant to the same audit contract terms and conditions as the prime consultant.
9. **Affirmative Action.** The Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered suborganizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
10. **Disadvantaged Business Enterprise.** The Contractor shall comply with Milwaukee County Ordinance Chapter 42 and CFR 49 part 23, which has an overall goal of seventeen percent (17%) participation of certified disadvantaged, minority and/or women business enterprise (DBE) on professional service contracts. In accordance with this, the Contractor shall ensure that DBE's have the maximum opportunity to participate in this project. The specific goal for this project is ten percent (10%).
11. **Non-Discrimination, Equal Employment Opportunity and Affirmative Action Programs.** In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include, but not be limited to, the following:

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

Contractor agrees to strive to implement the principles of equal employment opportunity through an effective Affirmative Action program, and has so indicated on the Equal Employment Opportunity Certificate attached hereto as and made a part of this Contract. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, in all divisions of Contractor's work force, where these groups may have been previously under-utilized and under-represented. Contractor also agrees that in the event of any dispute as to compliance with the 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, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

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

12. **Indemnity.** The parties agree to the fullest extent permitted by law, to indemnify, defend and hold harmless, the other party and its agents, officers and employees, from and against all loss or expenses including cost and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the indemnifying party, or its (their) agent(s) which may arise out of or are connected with the activities covered by this Agreement. The County's liability shall be limited by Wis. Stat. Section 893.80 for general liability.

The foregoing obligations are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed, provided however that the failure to give such notice shall not relieve the indemnifying party of its obligations hereunder except to the extent that such indemnifying party is materially prejudiced by such failure; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the written consent of the indemnified party; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

13. **Insurance.** Contractor 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 Worker's Compensation laws, as respects damage to persons or property and third Parties in such coverages and amounts as required and approved by the County Director of Risk Management and Insurance.

Prior to commencing any Services pursuant to this Agreement, Contractor shall furnish to the Director of Risk Management and Insurance certificates of, and shall continue to maintain during the term hereof, insurance satisfactory to County, evidencing the following coverage:

The Contractor shall provide evidence of the following coverages and minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory Waiver of Subrogation
Employer's Liability & Disease	\$100,000/\$500,000/\$100,000
General Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Occurrence
To include Personal Injury, Fire, Products and Completed Operations	\$2,000,000 General Aggregate
Contractual Liability	
Cyber Liability	
	\$1,000,000 Per Claim
	\$3,000,000 Aggregate

Milwaukee County, as its interests may appear, shall be named as an additional insured for General liability as respects the Services provided in this agreement. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A thirty (30) day written notice of cancellation, non-renewal, or material change shall be afforded to the County.

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

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

- a. Compliance with Governmental Requirements.** Contractor shall evidence satisfactory compliance for Unemployment Compensation and Social Security reporting as required by Federal and State Laws.

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

It is understood that the Contractor will obtain information on the liability coverages of all subcontractors in the same form as specified above.

14. Termination.

- a. **Without Cause by County.** County may terminate this Agreement without cause, by thirty (30) calendar days' prior written notice to Contractor.
- b. **Termination by County for Violations by Contractor.** If the Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, the County shall there upon have the right to terminate it by giving thirty (30) days written notice of termination of contract, specifying the alleged violations, and effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.
- c. **Breach or Default.** In the event of a breach or default of any obligations under the Agreement, either Party may terminate this Agreement by written notice to the opposing Party at least thirty (30) calendar days' prior to termination.
 1. **Right to Cure.** Upon receipt of written notice of breach or default, the breaching or defaulting Party shall have thirty (30) calendar days to cure the breach or default. An additional cure period may be authorized in writing by the non-defaulting Party.
 2. **Immediate Termination upon Second Breach.** Upon second breach of the same obligation by the breaching Party, the non-defaulting Party may terminate this Agreement immediately upon notice to the breaching Party. The right to terminate upon second breach shall supersede any additional cure period.
- d. **Insolvency or Bankruptcy.** Either Party may terminate this Agreement effective immediately in the event the other Party becomes insolvent or is the subject of an "order for relief" as that term is defined in the U.S. Bankruptcy Code, or in the event of an assignment or other arrangements for the benefit of the other Party's creditors.
- e. **Fund Appropriation.** If funds are not appropriated for payment of this Agreement, the County may terminate the Agreement upon thirty (30) days' written notice without any early termination penalties, charges, fees, or costs of any kind to the County.
- f. **Termination of a Schedule.** County may terminate any portion(s) of a Schedule without cause upon thirty (30) calendar days' prior written notice to Contractor.
- g. **County's Retention of Rights.** County shall retain any and all fully vested rights that exist on the effective date of termination. In the event that County terminates this Agreement or a Schedule in accordance with Provision 14(a) or 14(f), County's liability and Contractor's exclusive remedy will be limited to County paying Contractor for Services and Deliverables completed in accordance with the terms of this Agreement and the applicable Schedule; provided, however, that such payment will not exceed the unpaid amounts due under the applicable Schedule(s).

h. Contractor's Obligation upon Termination. Upon termination of this Agreement, Contractor will be responsible for:

i. Delivery of Confidential Information. Contractor will immediately cease all use of the County Confidential Information and shall deliver to County all items containing, embodying, relating to or comprising County Confidential Information, as well as any other documents, assets or things, belonging to County that constitute Deliverables ;

ii. Return of County Property. Any property, including hardware or software, that was provided by County to Contractor without obligation of payment by Contractor will be immediately returned to the County Project Manager in the same condition that such property was received (less normal wear and tear) by no later than the effective date of such termination.

iii. Cooperation. Contractor must cooperate with the Milwaukee County in the event of termination so as to ensure that Milwaukee County can maintain continuity of service delivery. Such cooperation will include the provision to Milwaukee County lists of all subcontractors with names, addresses and telephone numbers with M/W/DBE designation as appropriate, and any other reasonable and necessary information to ensure that Milwaukee County can maintain continuity of service delivery addressed in this Agreement. Contractor must provide said information prior to the effective date of the termination or contract end.

i. Provisions Surviving Termination. This Provision, as well as Provisions 1, 3(a)(ii), 4(c), 5, 6, 7, 12, 14, 15, 17, and 18 will survive the termination of this Agreement and/or a Schedule.

15. Compliance with County's Policies.

a. Safety and Security Policies. Contractor agrees to use all commercially reasonable efforts to cause any of its employees who provide Services under this Agreement on County's premises to comply with County's safety and security policies that County communicates to the extent that such policies are applicable to the site where Contractor's employees are providing Services. Notwithstanding the above, such standard safety and security policies shall not include policies related to drug testing and background checks.

b. Drug Use Policies. Unless conflicting to any laws where the Services are being provided, in which case this section is not enforceable, Contractor will advise any Contractor employee who provides Services under this Agreement on County's premises of County's right to require an initial drug screen prior to the commencement of the assignment and, further, to require a drug screen at any time during the assignment either:

i. If County believes, in good faith, that the Contractor's employee is under the influence of an illegal substance, or

ii. As a consequence of an accident caused by or involving the Contractor's employee on County's premises during the performance of this Agreement and likely to have been related to Contractor's employee's use of an illegal substance.

Drug screening (unless provided by the County) shall be performed by Contractor at Contractor's expense, and Contractor will address any positive results and handle accordingly. Contractor's employee will not be permitted to perform the Services if a positive result of the drug screen is determined.

- c. **Background Checking.** Unless conflicting to any laws where the Services are being provided, this Provision 15(c) is enforceable. Prior to deploying any employees on a recurring basis (whether every day, once a week, once a month or fiscal quarter) at any County location, facility, or work site, Contractor shall perform a background screen to assure that no Contractor employee is included on a Government List (as defined herein). Government List is defined as including those lists that are published by the United States Government, including the:
1. Department of Safety, Arms Export Control Debarment List;
 2. Department of State, Proliferation List;
 3. Department of Commerce Denied Parties List;
 4. Department of Commerce, Entities List;
 5. Department of Treasury, Specially Designated National List.

For Contractor employees, Contractor shall also assure the Contractor's employee status to rightfully work in the United States through compliance with the Immigration and Naturalization Service's I-9 process ("I-9 Check"); and

Upon request by County, the background screen shall include verification of the Contractor employee's highest level of education. Contractor shall maintain as records all such background checks for three (3) years after the termination or expiration (whichever is applicable) of this Agreement.

- d. **Technology Policy.** By signature to this Agreement, contractor hereby attests that it has been furnished with a copy of Milwaukee County's Use of Technologies Policy which prohibits the inappropriate use of County-provided technology resources. Contractor 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. A copy of the Technology policy may be accessed at:

http://county.milwaukee.gov/ImageLibrary/Public/MilwaukeeCounty/AdministrativeServices/IMSD/MC_Tech_Policy.pdf

16. Prohibited Practices.

- a. **Conflict of Interest.** Contractor during the period of this contract shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of Contractor, has a conflict of interest.
- b. **Code of Ethics.** Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate

family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

- c. **Non-Conviction for Bribery.** Contractor 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.

17. County Resources, County Personal Data.

- a. **Access to County Resources.** County, in its sole discretion, may permit Contractor to have on-line access to County Resources in order to facilitate Contractor's ability to perform its obligations to County under this Agreement. If such access is granted, Contractor will promptly give County in writing the names of Contractor's employees designated as Authorized Personnel, and County will provide a separate user identification code for each person ("**Password**"). Only Authorized Personnel may access and use County Resources. Authorized Personnel will access and use County Resources solely for the purpose of fulfilling Contractor's obligations to County under this Agreement ("**Permitted Use**"). Passwords and County Resources are provided on an "**AS-IS**" basis and constitute County's Confidential Information. Contractor is responsible for all costs and expenses it incurs in accessing County Resources, including the cost of any hardware, telecommunications Services, network connections, and software not furnished by County.
- b. **Termination of Access.** County, in its sole discretion, may terminate with or without cause Contractor's and/or any Authorized Personnel's access to County Resources at any time.
- c. **Contractor Expectation of Privacy.** Contractor agrees that Contractor (including the Authorized Personnel) have no expectation of privacy when using or accessing County Resources, and that County may access, review, copy or delete any messages and files for any purpose and disclose them to any Party that County deems appropriate.
- d. **Compliance with County Instructions.** Contractor, including Authorized Personnel, will:
 - i. comply with all instructions County provides concerning access to County Resources;
 - ii. not access or attempt to access those County Resources that County has not authorized in writing Contractor to access;
 - iii. not modify, copy, store, transfer, install, delete or obtain programs or data from County Resources, unless County has expressly authorized Contractor to do so in advance and in writing;
 - iv. not cause County to incur fees or service charges; and
 - v. not change the configuration or topology of County Resources.
- e. **Contractor's Obligation to Report Misuse.** Contractor will immediately notify County verbally and in writing should Contractor become aware of any prohibited use or unauthorized access involving County Resources by Contractor's Authorized Personnel. Contractor, including Authorized Personnel, will immediately cease accessing all County Resources upon the earliest to occur: (a) when no longer required to perform work under this Agreement; (b) when notified by County; or (c) when this Agreement terminates or expires. Contractor will promptly notify County if it becomes aware of any unauthorized

access to or use of County Resources by Contractor's Authorized Personnel, and will instruct Authorized Personnel to do the same.

- f. **Electronic Documents Considered Writing.** Any document properly transmitted by computer access will be considered a "writing" delivered in connection with this Agreement. Electronic documents will be considered signed by a Party if they contain an agreed upon electronic identification symbol or code as required by law. Electronic documents will be deemed received by a Party when accessible by the recipient on the computer system.
- g. **Compliance with Personal Data Protection Policy.** Contractor shall comply with the Personal Data Protection Policy, attached as Exhibit E.

18. Additional Contractual Terms.

- a. **Public Records.** Both Parties understand that the County is bound by the public records law, and as such, all of the terms of this agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor hereby agrees that it shall be obligated to assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this agreement, whereupon the contractor shall then and in such event be obligated to indemnify, defend and hold the County harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this agreement."
- b. **Governing Law.** Contractor agrees to comply with all applicable Federal, State, County, and Local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards and regulations of accreditation agencies or bodies. Contractor agrees to hold County harmless from any loss, damage, or liability resulting from a violation on the part of Contractor of such laws, rules, regulations, policies, procedures, standards or ordinances. This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the internal laws of the State of Wisconsin, without regard to its conflict of laws principles. Venue should reside in Milwaukee County and the Eastern District of Wisconsin.
- c. **Dispute Resolution.** Any and all disputes, controversies or claims between the parties to this Agreement, not settled within twenty (20) days following written notice of such dispute, shall be referred to senior management of the parties for resolution. In the event that the parties are unable to settle the dispute through senior management negotiations as set forth above, all remaining controversies or claims shall then be submitted to mediation within ten (10) days from written notice by either party to the other of the conclusion of senior management negotiations. A neutral third party mediator shall be chosen by mutual written agreement of the Parties. The parties shall share equally the costs and fees of the mediator and each party shall pay its own costs and attorneys' fees incurred in mediation or any subsequent litigation. Unless the parties agree otherwise, mediation shall be held in Milwaukee, Wisconsin. This agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Contract shall be specifically enforceable under the prevailing law of any court having jurisdiction. In the event that the dispute has not been resolved within thirty (30) days following mediation,

or such longer period as the parties may agree, either party may initiate formal proceedings against the other party.

- d. Severability.** If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this Agreement, unless the Agreement so construed fails to meet the essential business purposes of the Parties as manifested herein.
- e. Assignment and Delegation.** Contractor acknowledges that this Agreement is in the nature of a Professional Services contract. Contractor shall not assign, delegate, nor subcontract any portion of its rights, duties or obligations under this Agreement, including a Schedule (unless otherwise expressly agreed to in the applicable Schedule), without the express prior written consent of County. Notwithstanding Contractor's retention of such third parties and said County consent (if provided by County), Contractor shall remain responsible for the performance of Services and compliance with all terms of this Agreement and the applicable Schedule. Subject to these restrictions, this Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns.
- f. Relationship.** The Parties are independent contractors. Neither Party has any authority to create or assume in the other Party's name or on behalf of the other Party any obligation, express or implied, or to act or purport to act as an agent or representative on behalf of the other Party for any purpose whatsoever. Neither County nor Contractor is the employer, employee, agent, partner, or co-venturer of, or with, the other.
- g. Notices.** All notices required under this Agreement shall be in writing and will be sent by a nationally recognized overnight courier. Notices will be deemed given on the date delivered to the recipient (it being agreed that the sender will retain proof of delivery). Notices will be sent to as follows:

To County:

Laurie Panella
Chief Information Officer
Information Management Services Division
Milwaukee County
633 W. Wisconsin Ave, Suite 1100
Milwaukee, WI 53203

If notice to Contractor:

Rick Frymyer
Senior Account Manager
POWER Engineers
1620 South Ashland Avenue, Suite 106
Green Bay, WI 54304

- h. Modification and Waiver.** This Agreement may not be modified and none of its terms may be waived, except in writing and signed by authorized representatives of both Parties. To the extent that any term in any document, other than a writing signed by both Parties that expressly purports to amend this Agreement, is contrary to, or conflicts with this Agreement, the terms of this Agreement shall control. A waiver by a Party of any default

shall not be deemed a waiver of a prior or subsequent default of the same or other provisions of this Agreement. The failure of a Party to enforce, or the delay by a Party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this Agreement.

- i. Force Majeure.** Except as otherwise provided in subsection (i) below, any delay or failure of a Party hereto to perform its obligations hereunder will be excused if and to the extent that it was caused by an event or occurrence beyond such Party's reasonable control and without its fault or negligence ("Force Majeure"). Force Majeure includes, but is not limited to, acts of God, actions by any government authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, acts of terrorism, or court injunction or order. A Party claiming Force Majeure must provide the other Party with written notice of such delay (including the anticipated duration of the delay) within ten (10) days of the occurrence of Force Majeure. During the period of such delay or failure to perform by Contractor, County may acquire substitute or replacement Services from one or more alternative sources, and in such event, there may be a proportionate reduction of Services required from Contractor and County will not be liable in any way for such reductions. If the delay lasts more than thirty (30) days, or if Contractor does not provide adequate assurances that the delay will cease within thirty (30) days, County may terminate this Agreement and/or any or all incomplete Schedules, upon written notice and any funds pre-paid by County will be refunded by Contractor within ten (10) business days of said termination.

 - i.** Notwithstanding anything in this Agreement to the contrary, no delay or failure of Contractor to perform its obligations hereunder will be excused if it is caused by:
(i) labor problems of Contractor, its subcontractors, and/or its suppliers such as, by way of example and not by way of limitation, lockouts, strikes, and slowdowns, or
(ii) the inability of Contractor, its subcontractors, and/or suppliers to obtain power or labor. Items (i) and (ii) above as stated in this Provision do not constitute Force Majeure for purposes of this Agreement.
- j. Entire Agreement.** This Agreement and all properly executed Schedules constitute the entire agreement between the Parties relating to the subject matter hereof, and supersede any and all prior agreements and negotiations, whether oral, written, or implied. No change, addition, or amendment shall be made except by written agreement signed by a duly authorized representative of each Party.
- k. Amendment.** No amendment to or rescission, termination or discharge of this Agreement is effective unless reduced to writing, identified as an amendment to or rescission, termination, or discharge of this Agreement, and signed by an authorized representative of each Party.
- l. Limitation of Liability.** Notwithstanding any other provision of this agreement to the contrary, the County agrees to limit Contractor's liability to County and to all persons having contractual relationships with the County to three times the total contract amount.

Neither Contractor nor the County nor either party's suppliers, agents, officers, and directors shall have any liability regardless of the theory of recovery, including breach of contract or negligence, to the other party or any other person or entity for any indirect, incidental, special, or consequential damages, cost or expense whatsoever, including but

not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss. This waiver of consequential damages is made regardless that (i) either party has been advised of the possibility of such damages and (ii) that such damages may be foreseeable.

WHEREOF, the parties hereto have executed this agreement on the day, month, and year above written:

FOR MILWAUKEE COUNTY:

DocuSigned by:
Laurie Panella
BY: _____ DATE: 4/26/2016
852C38E74604439
Laurie Panella, CIO
Department of Administrative Services
Information Management Services Division

FOR POWER Engineers:

DocuSigned by:
Bart Koenig
BY: _____ DATE: 4/26/2016
976705FFBEE9495...
NAME: Bart Koenig
TITLE: Business Unit Director
TAXPAYER ID No.: 82-0324246

IF PRINCIPAL IS A CORPORATION, IMPRINT
CORPORATE SEAL.

**REVIEWED AS TO INSURANCE
REQUIREMENTS:**

DocuSigned by:
Carol Fickel
BY: _____ DATE: 4/27/2016
F454F4CA2D21452...
Risk Manager
Office of Risk Management

**REVIEWED REGARDING THE DISADVANTAGED
BUSINESS ENTERPRISE REQUIREMENTS;
approved with regards to County Ordinance Chapter
42:**

DocuSigned by:
Rick Norris
BY: _____ DATE: 4/29/2016
AD4C84D4023F450...
**Community Business
Development Partners**

**APPROVED AS TO FUNDS AVAILABLE PER
WISCONSIN STATUTES §59.255(2)(e):**

DocuSigned by:
John P. Manich
BY: _____ DATE: 5/5/2016
E7354A95D80643E...
Office of the Comptroller

**APPROVED REGARDING FORM AND
INDEPENDENT CONTRACTOR STATUS:**

BY: _____ DATE: _____
Corporation Counsel
BY: _____ DATE: _____
Chris Abele, County Executive
Office of the County Executive

**APPROVED AS COMPLIANT UNDER §59.42(2)(b)s,
STATS.:**

BY: _____ DATE: _____
Corporation Counsel

Exhibit A

RFP for Enterprise Cityworks Implementation (#98150023)



Milwaukee County
Department of Administrative Services – IMSD

Request for Proposal
Enterprise Cityworks Implementation

Issued: December 4, 2015

Response Due Date: 1/6/2016 at 3:00 p.m. CST

RFP # 98150023

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2 INFORMATION SUMMARY SHEET

Request For Proposal Title:	Enterprise Cityworks Implementation
Request For Proposal Number:	98150023
RFP Issuing Office:	Department of Administrative Services – IMSD
RFP Issue Date:	December 4, 2015
Pre-Proposal Meeting:	December 11, 2015, 9:00AM CST
Pre-Proposal Meeting Location:	633 W. Wisconsin Ave. Fourth Floor Conference Center Milwaukee, WI 53203
Deadline for Receipt of Questions:	December 15, 2015 at 5:00PM CST
RFP Proposal Response Deadline:	January 6, 2016 at 3:00PM CST
Target for Vendor Selection Announcement:	January 25, 2016
Service Starting Date (Projected):	April 2016
RFP Submission Location:	Milwaukee County Courthouse County Clerk's Office Room 105 901 N. 9 th Street Milwaukee, WI 53233
RFP Administrator:	Stephanie Gulizia Department of Administrative Services Procurement Division 633 W. Wisconsin Ave., Suite 901 Milwaukee, WI 53203 414-278-4129 Stephanie.Gulizia@milwaukeecountywi.gov

Proposal can be found on Milwaukee County's website; "Business Opportunity Portal".

<http://county.milwaukee.gov/bop>



3 GENERAL INFORMATION

3.1 INTRODUCTION AND BACKGROUND

The purpose of this document is to supply interested parties with information to enable them to prepare and submit a proposal for the implementation of Cityworks for several Departments within Milwaukee County. Milwaukee County is governed by an elected County Executive and an 18 member elected County Board of Supervisors. Other County elected officials include a Register of Deeds, Treasurer, Comptroller, County Clerk, and Sheriff, who in conjunction with administration provide a full range of associated governmental services, including but not limited to law enforcement, in-patient mental health, highways, courts, corrections, official record keeping, parks and recreation, international airport operations, jail and juvenile detention, public assistance programs, and a world famous zoo. Milwaukee County employs approximately 4,750 employees and operates 24/7, with many of its employees working rotating schedules. Milwaukee County services a constituent population of 959,023 residents with an annual budget of \$1.4 billion.

Cityworks was selected last year as the enterprise work order and asset management system for Milwaukee County. The goal is to give Milwaukee County the ability to view assets and work orders across the enterprise, provide greater clarity, ease of management, and the ability to provide reports to assist in the budgeting process. The scope of work includes using ArcGIS as the foundation of the project integrating with Cityworks, VFA, and OnBase document management tool.

Milwaukee County's asset management and work order procedures are currently disjointed with most Departments managing their own assets and related work orders in separate systems using disparate processes. Milwaukee County's goal is to implement Cityworks across multiple departments using streamlined and similar processes that align with industry best practices - to centralize the processes and systems and ultimately go paperless.

The airport (General Mitchell International) has been using Cityworks for several years and will continue to operate a discrete system. The Department of Transportation Highway Department (MCDOT) is currently going through an implementation of Cityworks. MCDOT is currently running multiple parallels with a plan to be fully live by the end of the year. The enterprise project intends to implement Cityworks to selected participating County departments on the same environment of the Highway Department.

- There will be several levels of end users for this implementation including, but not limited to: System Administrators, Super Users, Call Center Staff, Executive Management, Supervisors/Foreman, End Users and Service Requestors. End Users would be those performing the work requested in the work orders, for example; electricians, carpenters, plumbers, mechanical engineers, maintenance workers, etc. Service Requestors include those individuals who need to request service such as facility users/occupants or tenants (County Departments and County tenants, but not the general public) and require the ability through security/permissions to create Service Requests. The need to expand the application to the general public is out of the scope for this project but must be considered in the overall configuration strategy.



- The County has purchased unlimited use Enterprise-wide license (ELA) of Cityworks for all of Milwaukee County, this includes Cityworks Server AMS, Storeroom, Contracts, CCTV Interface, Paver Interface, Cityworks Analytics, AMS Mobile Native Device (iOS / Android), Service Request API, Metrics API, and E-Url. Not all of the above mentioned modules will need to be utilized in this project, but only those that are included in the scope of this project. Cityworks Server AMS has already been installed and basic configurations have been done for the MCDOT Highway Department. This project should build upon that installation for the County's participating departments.

3.2 SCOPE

3.2.1 DESCRIPTION

Milwaukee County is seeking a qualified Cityworks Implementation Partner (as listed on www.cityworks.com/us-and-our-partners/our-partners/implementation-partners/) to submit a proposal for the enterprise wide implementation of Cityworks. This is to include the configuration of Cityworks Server AMS along with the associated modules for successful implementation.

3.2.2 ANTICIPATED SERVICES (NOT COMPREHENSIVE)

Scope of this project is to implement an enterprise solution that utilizes automated workflows to streamline all aspects of the work order, preventive maintenance, inspections and asset management related modules. This will need to be one server installation with similar core processes and department-specific domains that allow for:

- An enterprise solution that allows for the creation and utilization of multiple distinct business units/departments.
- An enterprise solution that allows for the creation and utilization of multiple distinct business units/departments.
- Initial implementation and configuration will need to be done for the following Departments within Milwaukee County:
 - Parks
 - Zoo
 - House of Corrections
 - Fleet (buildings and grounds, excluding vehicles)
 - Transit (buildings, grounds, bus stop shelters, and signage, excluding vehicles)
 - Facilities Management Division (FMD), to include FMD facilities and facilities operated by:
 - Milwaukee County Sheriff's Office (one building)
 - Office of Persons with Disabilities facilities (Wil-o-ways and supporting buildings)
 - Department on Aging facilities (Senior & Nutrition Centers)
 - Milwaukee Public Museum
 - Economic Development



- Remaining assets, as added by the Contractor or County, would utilize default workflow processes developed by the Contractor in coordination with FMD until the responsible Department/process is identified and implemented by the Cityworks administration team.
- Preparedness for growth and expansion including at minimum a 3-year plan. This allows the County to fully realize the Return on Investment and prepare where necessary for IT infrastructure expansion. This ROI will also provide a marketing platform for any other interested Departments across the county. Note that the onboarding of any additional Departments would require a formalized new project and is out of scope.
- Creation of a resource allocation plan at both the enterprise and individual Department levels for Cityworks and GIS support and maintenance.
 - Plan should include Recommended Task Matrix where particular tasks are the responsibility of either the GIS Resources, IMSD, or the individual departments.
- Automation of Asset/Work Order Tracking and Management:
 - Tracking and reporting of associated labor, equipment, and materials cost used for departmental operations and maintenance activities.
 - Enable County staff members to enter a maintenance issue that is trackable for maintenance and the skilled trades.
 - Access historical data for performance measures (creation time/date, completion time/date, etc.).
 - Track which staff members participate in work order progress to track labor costs for budgeting purposes.
 - Using GIS data to map assets within the application to allow for quicker turnaround on open work orders.
 - Establish a mobile solution that allows for live access to the application.
 - Configure preventative maintenance/inspection functionality.
 - Allow departments to share work order systems so that cross-departmental work can be completed (i.e., certain skilled trades can be detailed to Programs in other departments as needed).
 - Enable departments / offices to track fixed asset details, by allowing users to:
 - Enter purchase date
 - Share data with Comptroller for depreciation purposes
 - Create maintenance standards
 - Create maintenance schedules
- Create an enterprise sustainable solution for the management of land assets utilizing the GIS foundational database:
 - Map all County-owned land using GIS information to allow for open and uniform access of data across departments.
 - Identify ownership status, with regard to divisions, for all undeveloped County-owned land.
 - Identify maintenance responsibility, with regard to divisions, for all undeveloped County-owned land.
 - Identify zoning for each parcel.
 - Keep work order data for performance measures, if needed.



- Enable departments / offices to track land details, by allowing users to:
 - View zoning and ownership status
 - Share data with Comptroller for depreciation purposes
 - Create maintenance standards
 - Create maintenance schedules
- Encapsulate Program management around a GIS-centric approach:
 - Spatial representation of hot-spots and areas of concerns.
 - Manage asset lifecycle in relation to other assets in the area.
 - Field crews/Foreman are able to organize day to day activities utilizing spatially represented work activities.
- Provide management reporting capabilities for resource allocation, facilities management, capital planning, and compliance enforcement.
 - Support for data-driven decisions through the use of custom and ad hoc analytics, as well as dashboard reporting capabilities.
 - Providing a consistent method to justify resource requests and capital planning projects.
 - Producing statistical data reports from a comprehensive database for the analysis of operational performance and better analytical capabilities for addressing both short-term and long-term infrastructure maintenance needs and work management system which can evolve to support additional County-wide service delivery.
- Integration with the Oracle database and Ceridian's System's Dayforce (Milwaukee County's Time and Attendance tool) in the form of an automatic scheduled data load to capture employee pay rates for accurate work order cost assessment.
- Integration with VFA to allow for proper estimates that would be utilized in the major maintenance and capital improvement planning processes as well as in everyday maintenance needs and buy/sell property strategies.
- Integration with OnBase, the County's preferred document management system. Milwaukee County is already licensed for the Cityworks integration from Hyland.
- Historical data conversion for existing work order systems is out of scope.

3.2.3 PROJECT ASSUMPTIONS

- Initial System configuration can be completed ideally within 12-18 months for all divisions.
 - Project Plan to be determined by vendor, but may include a rolling implementation schedule (whereas the initial implementation is one Department, with other Departments going live subsequently within the timeframe) or a phased approach (whereas the initial implementation is smaller scoped but goes out to all departments and the remaining time is for deeper functionality roll out).
- Vendor will create a project management plan that includes:
 - Statement of work with clear and detailed deliverables
 - Roles and responsibilities
 - Gantt chart for implementation
 - On-site work sessions
- Vendor will perform Cityworks design planning and requirements validation.



- Requirements validation will include interviews with key stakeholders, supervisors, and end users.
 - Interviews will define/validate requirements on interface configurations, end user input fields, and overall user interface by Department.
 - Interviews will be coordinated by IMSD.
 - Interviews will provide a means to create an enterprise vision of security roles with applicable permissions.
 - Interviews will include assisting with workflow development for every Department participating in the project, analyzing potential challenges and offering options for solutions, as well as proposing Cityworks lessons learned and business standards as a Cityworks Implementation Partner.
 - Interviews will establish ongoing resource requirements for each department in regards to Cityworks administration and ongoing GIS needs.
- Vendor will assist in recommending Cityworks best practices to limit the potential for customizations that would increase the risk of support with system release upgrades.
 - Vendor will be required to review the current MCDOT installation and reevaluate for consistency of procedures while noting commonalities for future integration in relation to infrastructure.
 - Vendor will perform software and hardware review and provide recommendations for optimization.
 - Vendor will perform mobile strategy validation and provide best practices on VPN, Mobile devices, connectivity, etc.
 - The vendor's recommendations will demonstrate a commitment to user training, knowledge transfer, and support during and after the completion of this project.
 - Vendor will configure Cityworks and related applications to meet project scope and provide for system growth.
 - Vendor will develop and conduct training programs for participating County Department staff users, system administrators, development staff, and executive training for senior leadership that will be interested in reports, status updates, and viewing current activities.
 - Vendor will participate in system launch activities.
 - Vendor will provide post deployment support services after County project acceptance.
 - The MCDOT Highway installation of Cityworks AMS Server 2014 is upgraded to Cityworks AMS Server 2015 before MCDOT Highway's project closure.

3.2.4 SERVICE REQUEST/WORK ORDER REQUESTS

- 1) Enable County staff members to enter maintenance issues as either service requests or work orders and be kept aware of updates and completion.
- 2) Enable streamlined access/processes for facility occupants, users, or tenants to have the ability to input Service Requests.
- 3) Development of a streamlined service request/work order process that allows for interdepartmental collaboration, and assignment of service request/work orders.
 - a) Milwaukee County would like functionality to charge work orders inter-departmentally for the potential to be reimbursed for that work from the department receiving the services. The tracking of reimbursement will begin with reports in Cityworks and taken outside of the application for a formal process not included in the scope of this project.



- 4) Effectively plan for preventative maintenance cycles.
- 5) Track and report labor cost used for operations and maintenance activities
 - a) Assigned responsible staff member for work order
 - b) Track distinct pay rates (+5) and pay schedules for employees
- 6) Bi-directional integration with VFA system.
- 7) Ability to tie specific GIS asset attributes to a work order with the potential of editing GIS attributes within Cityworks
- 8) Need ability to track warehouse materials used in work orders, including cost of material and inventory.
- 9) Mobility client integration through web app in Field mode, mobile app, or Respond as determined by vendor and Country architecture team.
- 10) Develop reporting tools (using standardized and custom reports) as required by the Departments.
 - a) Milwaukee County's preferred reporting tool is SQL Reporting Services, however some Crystal reports can be supported.
- 11) Data Load and configuration including:
 - a) Employee listing data
 - b) Equipment details/hierarchies
 - c) Materials details/hierarchies

3.2.5 ASSET MANAGEMENT

- 1) Create and support an environment where the authoritative database for all real property records and associated systems and inventories is in GIS.
- 2) Establish an extensible, centralized asset management infrastructure with the ability to track, manage, and update records in Cityworks with attributes such as:
 - a) Purchase date
 - b) Replacement schedule
 - c) Maintenance schedule
 - d) Equipment Inventory
 - e) Deed restrictions (land, properties)
 - f) Detailed lease information
 - g) Assets available for sale and/or lease
 - h) Other asset related documents including but not limited to blueprints, manuals, diagrams, drawings, etc. as links to OnBase.
- 3) Review current asset management processes and develop new core processes that align with industry best practices.
- 4) As part of the discovery process for Phase 1, a definitive categorization of assets will need to be created. Additional scope will include the development of spatial data such as property, building, structure, space level. If assets are previously defined at a more specific level (system or inventory), these may be included as well as any additional assets to be loaded by the departments. Assumption is that no asset data will need to be collected by vendor. Assets, at a minimum, to be included in Phase 1 scope will include:
 - a) Buildings (approx. 1100 buildings)
 - b) Fences (approx. 30 fences)
 - c) Gates (approx. 210 gates)



- d) Roads (approx. 70 miles of roads)
 - e) Athletic fields (approx. 240 athletic fields)
 - f) Pools (approx. 70 pools)
 - g) Trees (approx. 40,000 trees)
 - h) Sidewalks/Trails (approx. 260 miles of sidewalks/trails)
 - i) Parking lots (approx. 20 parking lots)
 - j) Undeveloped Land (approx. 1000 parcels)
 - k) Air space (approx. 2000 car stalls)
 - l) Marina (approx. 1 marina)
 - m) Docks (approx. 655 docks)
 - n) Bus Shelters (approx. 6000 shelters)
- 5) Tagging asset maintenance history to the GIS mapping software, so that if an entity is clicked on the map, the history of maintenance is filtered and presented for that entity.
 - 6) Automate preventative maintenance process by providing templates for individual Departments to input preventative maintenance work orders. The load of any existing preventative maintenance schedules is out of scope for this initiative.
 - 7) Produce statistical data reports from a comprehensive database for the analysis of operational performance and better analytical capabilities for addressing both short-term and long-term infrastructure maintenance needs.
 - 8) Provide implementation of the Cityworks Storeroom component to track warehouse transactions and inventory in a secure environment.

3.2.6 GIS

- 1) Work with the County's Land Information Office (LIO) and GIS expertise to ensure the appropriate mapping services, connection points, etc. are in place for optimal Cityworks (CWS) implementation.
- 2) Review and evaluate existing GIS data models to make recommendations for the asset groups. Milwaukee County will provide a GIS layer list including raster and vector layers and an export schema of the layers that need to be inventoried. Recommendation will be required by chosen vendor for database design for enterprise approach. Please note that there are four areas of GIS development currently within the county; Land Information Office, MCDOT Highway, Transit, and Parks. The LIO will be the database Cityworks integrates with, however, special consideration and potential loads from the MCDOT, Transit and Parks databases may be necessary.
- 3) Develop strategy to increase and manage GIS data for Cityworks going forward.
 - a) Departments will have the ability to increase asset data and mature the GIS environment independently by adhering to an enterprise process.
- 4) Review and provide details on best practices within a field editing environment to ensure quality and consistency of data while maintaining enterprise governance of data.

3.2.7 CITYWORKS INTERFACES

- 1) The VFA system - a Facilities Capital Planning system - is currently used to store real property data, for property assessments, major maintenance and capital improvement project development, and capital budgeting forecasts for county owned buildings and sites. We believe that it would be ideal to build a bi-directional connector or use an API to link it to Cityworks so that both system assets are kept up to date. Preliminary discussions have occurred between VFA and Azteca to determine functional capabilities.



- a) A bi-directional API will need to be created to integrate with VFA with the following requirements:
 - i) API will need to run nightly.
 - ii) Assets updated in either system will be reflected in the other through the GIS database.
 - iii) Service Requests in Cityworks will have the ability to be exported to VFA as a requirement. Typically these are >\$2500 (labor, equipment, materials) OR > 32 hours/labor but will be at the discretion of the call center/supervisors. Once exported to VFA, the Service Request status will reflect that export.
 - iv) The synchronicity of specific data and fields will need to be determined with the development of the API.
 - v) The GIS asset data will be the system of record.
- 2) Integration with OnBase for document storage/retrieval of attachments associated with assets is a requirement for this project. All departments currently have access to and are using OnBase. Milwaukee County is already running a web server version of OnBase (Hyland OnBase 15.0.1.84) and seeks to maximize the Hyland OnBase integration of document storage and retrieval. Milwaukee County is licensed for the Cityworks integration from Hyland. Integration tasks on the Hyland side (modifying webconfig, mapping, integration set up) will be handled by the OnBase Subject Matter Expert within IMSD.
- 3) Human resourcing applications that include rates of crew members will need a scheduled automatic feed into Cityworks. There are two HR applications currently in use at Milwaukee County; 1) An Oracle database developed and maintained in house for the Transit Department and 2) Dayforce from Ceridian for all other divisions. The application will require an initial load from these applications as well as creating a subsequent automatic update schedule. The loads should include the hourly rate(s) of crew members, assigned department, etc.

3.2.8 Training

- 1) The vendor will provide a series of live workshops covering the following *suggested* topics at County facilities (County will provide PCs, projector system, LAN access):
 - a) Overview of GIS: Training will provide a high level overview of GIS, including user interface, the features and functions of maps, and adding/editing asset data.
 - b) Cityworks Service Requests (SRs): Training will address the initiation of SRs to include adding resources, searching, cancelling, closing, combining, geolocating, reporting, and associating SRs to projects and work orders.
 - c) Cityworks Work Orders (WOs) and Inspections: Training will show users how to link SRs to WOs and how to process WOs, inspections, and associated tasks. The training components will include adding labor, material, and equipment to WOs and Inspections. It also shows how users can submit, search, cancel, close, schedule, repeat, geo-locate, report on WOs/inspections, and associate WOs to projects.
 - d) Cityworks Designer & System Administration: Training will show how to configure work order templates, equipment lists, employees, user permissions, and other configurable system components. It will also cover system and database administration issues (e.g. software installation, user accounts, and security).

3.2.9 SUPPORT

- 1) On-site support of system during go live
- 2) Post go-live support of configuration changes, reporting, and asset management for a determined length of time before project is considered complete.



- a) Provide ongoing maintenance and updates of the program as well as technical support for any problems or customization efforts during the span of the contract.
- 3) Development of a 2 year support process post project completion (at the end of the implementation time frame).

3.3 MINIMUM REQUIREMENTS

- 1) Must be a Cityworks Implementation Partner listed at: www.cityworks.com/us-and-our-partners/our-partners/implementation-partners/
- 2) Must have qualified resources to begin implementation.
- 3) Milwaukee County Disadvantage Business Enterprise Department's 10% goal is a consideration on all professional services contracts.
- 4) Performance guarantees/Warranty Information will need to be determined and may be based on a format that you choose. The County requires warranty information within the SLA for ongoing performance and support that must be tracked and reconciled at the end of each performance period.
- 5) Contractor will commit to work with Milwaukee County to have a contract in final form within thirty (30) days of the contract award notification.
- 6) Contractor and Milwaukee County will agree to a contract term with a 90 day "without cause" termination clause. Milwaukee County will have the option to extend this contract after the contract term is exhausted.
- 7) Contractor will assign project manager to manage the implementation process and to coordinate member communications with Milwaukee County personnel.
- 8) This RFP will be subject to the requirements set forth in Milwaukee County Code of General Ordinances, Chapter 56.30.
- 9) The selected vendor shall not remit any direct or indirect compensation (e.g. commissions, placement fees, and overrides) to any 3rd party resulting from your placement with, or the sale of a vendor's services to Milwaukee County. Please confirm your willingness to insert contractual language guaranteeing such with a significant financial penalty.
- 10) The contractor must agree to indemnify and hold Milwaukee County harmless in the contract for any acts or damages to any 3rd party on account of the contractor's actions.

3.4 RFP ADMINISTRATOR

The RFP Administrator is:

Stephanie Gulizia
Department of Administrative Services
Procurement Division
633 W. Wisconsin Ave., Suite 901
Milwaukee, WI 53203
Phone: 414-278-4129



Email: Stephanie.Gulizia@milwaukeecountywi.gov

3.5 DEFINITIONS

The following definitions are used throughout the RFP.

Term	Definition
Agency/Department	Milwaukee County Department of Administrative Services – IMSD
Contractor	Any proposer awarded the contract
County	Milwaukee County
IMSD	Milwaukee County – Information Management Services Division
Proposer/Vendor	A firm submitting a proposal in response to this RFP
VFA	http://vfa.com
OnBase	http://onbase.com
Dayforce	http://www.ceridian.com/human-capital-management/index.html

3.6 PRE – PROPOSAL MEETING

A pre-proposal conference will be held at the date, time, and location provided on the Information Summary Sheet. The purpose of this meeting will be to discuss with prospective proposers the work to be performed and to allow them to ask questions arising from their review of the RFP. The pre-proposal meeting is for information only. Any answers furnished will not be official until verified in writing by RFP Administrator. Answers that change or substantially clarify the RFP will be affirmed in writing and posted on the website via an addendum. The pre-proposal meeting will be the proposers' only opportunity to personally address questions concerning this RFP. Milwaukee County encourages participation at the pre-proposal conference of prime contractors.

During the pre-proposal conference, attendees may request clarification of any section of the RFP and ask any other relevant questions relating to the RFP.

Proposers are encouraged to submit written questions via e-mail, for possible response at the pre-proposal conference to RFP Contact/Administrator (date and time provided in the Information Summary Sheet) to enable Milwaukee County to formulate its oral response provided at the conference. No oral or written responses will be given prior to the mandatory pre-proposal conference. Again, any responses provided to questions during the pre-proposal conference and site inspections will be considered drafts, and will be non-binding.

Remarks and explanations at the conference shall not qualify the terms of the solicitation; and terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. Milwaukee County at its sole discretion reserved the right to answer or not answer questions submitted to by deadlines.



3.7 QUESTIONS

Proposers may submit questions and requests for clarification regarding this RFP. All questions regarding this RFP shall be made in writing, citing the RFP title, RFP number, page, section, and paragraph, and shall be submitted via e-mail to RFP Contact/Administrator.

Questions sent to anyone other than the RFP Contact/Administrator will not be considered.

All questions must be submitted by the specified deadline as identified on the Information Summary Sheet. Milwaukee County will not respond to any questions received after this date and time. Responses to all questions and inquiries received by Milwaukee County will be posted on Milwaukee County's website as identified in the Information Summary Sheet. It is the responsibility of Proposers to check this website for any and all information such as answers or addenda related to the RFP.

This RFP is issued by the Department of Administrative Services - Procurement. The RFP Administrator assigned to this RFP, along with contact information, is noted. The RFP Administrator is the sole point of contact during this process and no information provided by any other personnel will be considered binding.

Communication initiated by a proposer to any County official, employee or representative evaluating or considering the proposals, prior to the time of any award is prohibited unless at the explicit direction of the RFP Contact/Administrator and any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration, in the sole discretion of the County.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding.

3.8 PROPOSER NOTIFICATION REQUIREMENT AND AMENDMENT ACKNOWLEDGEMENT

Should any proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document.

If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the Milwaukee County website; it is the responsibility of prospective vendors to check the website for any amendments prior to the RFP submission date. All amendments are acknowledged by your submission of Sworn Statement of Bidder form.

If the Proposer fails to monitor the web site for any changes or modifications to the RFP, such failure will not relieve the Proposer of its obligation to fulfill the requirements as posted.

3.9 FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY

Proposers shall maintain their availability of service and proposed price as set forth in their proposals for an anticipated service starting date provided in the Information Summary Sheet. Proposers are



expected to perform planning and implementation activities prior to commencement of a contract. Milwaukee County will not reimburse for these costs.

3.10 NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS

No County official, employee or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract or shall exercise any undue influence in the awarding of the contract.

No Milwaukee County employee, officer or agent shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved.

Milwaukee County Specific Requirements; No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval.

3.11 CODE OF ETHICS

Proposers shall strictly adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2)(k):

“No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05(2)(k) shall be included in all Requests for Proposals and bid documents.”

3.12 ERRORS, OMISSIONS, MINOR IRREGULARITIES AND RETAINED RIGHTS

All information in this RFP, including any addenda, has been developed from the best available sources; however, Milwaukee County makes no representation, warranty or guarantee as to its accuracy. Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the



submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document. Milwaukee County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Proposer an advantage or benefit not afforded by other Proposers. Milwaukee County may waive any requirements that are not material. Milwaukee County may make an award under the RFP in whole or in part and change any scheduled dates. Milwaukee County reserves the right to use ideas presented in reply to this RFP notwithstanding selection or rejection of proposals. Milwaukee County reserves the right to make changes to and/or withdraw this RFP at any time.

3.13 MULTIPLE PROPOSALS

Multiple proposals from a proposer will not be permitted.

3.14 PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION AND WITHDRAWAL

Each proposal is submitted with the understanding that it is subject to negotiation at the option of Milwaukee County. However, Milwaukee County reserves the right to make an award on the basis of the original proposal, without negotiation with any proposer.

Milwaukee County reserves the right to negotiate with the proposer(s) within the scope of the RFP in the best interests of Milwaukee County. Milwaukee County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer's compliance with the requirements of the solicitation. Milwaukee County may use information obtained through site visits, management interviews and the county's investigation of a proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the proposer in response to the county's request for clarifying information in the course of evaluation and/or selection under this RFP.

Upon acceptance in writing by Milwaukee County of the final offer to furnish any and all of the services described herein, and upon receipt of any required federal, state and local government approvals, the parties shall promptly execute the final contract documents. The written contract shall bind the proposer to furnish and deliver all services as specified herein in accordance with conditions of said accepted proposal and this RFP as negotiated.

Milwaukee County reserves the right to accept or reject any and all proposals submitted or cancel this RFP in whole or in part if such cancellation is in the best interest of Milwaukee County. Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the proposer's authorized representative. After the proposal deadline, proposals may not be modified or withdrawn without the consent of Milwaukee County.



3.15 CONTRACT TERMS AND FUNDING

The contract shall be between the County of Milwaukee, known as the "County" and the successful proposer known as the "Contractor".

Responses to this RFP should be based upon that the initial term of the agreement of two (2) years with an option for two (2) additional one-year extensions, by mutual agreement of the County and contractor.

Continuance of the contract beyond the limits of funds available shall be contingent upon appropriations of the necessary funds and the termination of this contract by lack of appropriations shall be without penalty. All proposers are notified that Milwaukee County reserves the right to delete or modify any task from the Scope of Services at any time during the course of the bid process. All proposers are notified that contracts are contingent upon Federal, State, and local appropriations.

Milwaukee County contemplates award of a contract resulting from this RFP that reflects payment for fee for services. Any final contract structure resulting from this RFP may be subject to negotiation and the required approvals by Milwaukee County.

3.16 CONTRACT TERMINATION

Milwaukee County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure a defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. Milwaukee County, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, Milwaukee County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

In the event the contractor terminates the contract, such termination will require written notice to that effect to be delivered by the contractor to the County not less than ninety (90) days prior to said termination and shall assist and provide for an orderly transition of services.

3.17 FEE ADJUSTMENT

The price established by a contract shall remain fixed for the first (1st) year, and may be adjusted for subsequent contract extensions. Any proposed price adjustment shall be submitted to the County no later than May 1 of the year preceding the year for which an adjustment is requested, and if approved, will be effective on that date for the subsequent contract period. Fees may be changed only on the contract anniversary date. These fees are subject to negotiation and approval by the County.

3.18 PAYMENT REQUIREMENTS

Continuance of the contract beyond the limits of funds available shall be contingent upon appropriations of the necessary funds and the termination of this contract by lack of appropriations shall be without penalty.

Milwaukee County reserves the right to make payments through a Purchasing Card.



3.19 MINIMUM WAGE RATE

This RFP, acquisition and any resulting agreement must conform to Chapter 111 of the Milwaukee County Code of General Ordinance – Minimum Wage.

In accordance with Chapter 111 of the Milwaukee County Code of General Ordinances, it is the policy of Milwaukee County that certain contractors, subcontractors, lessees and recipients of financial assistance doing business with the county shall pay employees performing part or full time work for the county a minimum wage rate. This rate is currently established at \$11.66/hour.

As a matter of responsiveness to this RFP, all proposers must complete ‘Attachment C – Declaration of Commitment to Compliance to Milwaukee County’s Minimum Wage Provision’.

It is the proposer’s responsibility to familiarize themselves with the requirements of MCGO Chapter 111 and maintain compliance.

Additional information can be found at:

<http://county.milwaukee.gov/ImageLibrary/Groups/cntyDAS/Procurement/livingwage.pdf> https://library.municode.com/HTML/12598/level2/MICOCOGEORVOI_CH111MIWA.html

3.20 DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The award of this contract is conditioned upon your good faith efforts in achieving this project’s proposed Disadvantaged Business Enterprise (DBE) goal of 10%, and you must document those efforts. Your Proposal must state how you will meet the goal, including identifying the DBE firm(s) by name, the scope(s) of work/service(s) to be provided, the dollar amount(s) of such work, and the percentage of the DBE goal to be met. Failure to do this will result in a determination of non-responsiveness, and rejection of your Proposal will occur. During the Contract, the successful Proposer will use the County’s online reporting system to document DBE participation. The Disadvantaged Business Enterprise (DBE) Requirements and forms to be used are attached to this RFP as Attachment L.

A necessary step in the good faith efforts process is contacting Community Business Development Partners (CBDP) at 414-278-4747 or cbdp@milwaukeecountywi.gov for assistance in identifying DBEs and understanding the County’s DBE Program procedures. The official directory of eligible DBE firms can be accessed by the following link:

<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>

3.21 EEOC COMPLIANCE

All proposers shall complete and submit Equal Employment Opportunity Commission (EEOC) Compliance Certificate (Attachment I).



3.22 INSURANCE AND INDEMNITY REQUIREMENTS

All proposers shall complete, sign and submit the “Insurance and Indemnity Acknowledgement Form” (Attachment D). This form outlines required insurance requirements for contractor related to this acquisition and proposer’s ability and commitment to provide.

3.23 EMPLOYEES

The contractor shall utilize as many permanent employees on this contract whenever possible. The contractor shall utilize only workers that are skilled in the tasks to which they are assigned and can provide the highest quality of performance consistently on a daily basis. A contractual commitment of dependable, steady service is required.

3.24 FEDERAL, STATE AND LOCAL REGULATIONS

The successful Proposer shall be required, and hereby agrees, to comply with all applicable Federal, State and Local laws and regulations during the term of any agreement, including, but not limited to the regulations listed in this RFP. Successful proposers will be required to enter into and maintain an agreement with Milwaukee County that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances.

3.25 SECURITY AND BACKGROUND CHECKS

Security background checks shall be conducted for all employees prior to starting work.

3.26 RESPONSIBLE CONTRACTOR POLICY

The County of Milwaukee recognizes superior service requires that service contractors hire well-trained and dedicated staff. Assuring the availability of a qualified staff and avoiding labor disruption and costly employee turnover to treat workers fairly and to abide by applicable labor laws. The County of Milwaukee supports the development of a healthy business environment. Therefore, the County of Milwaukee maintains the following requirement. Contractors shall abide by all applicable local, state and federal laws. Contractors shall at all times maintain safe and healthful working conditions and abide by all applicable wage and hour regulations and prohibitions against child labor. Contractors' working conditions shall conform to the standards set by the Federal OSHA. Contractors shall on request provide to the County a report on their compliance. The County recognizes the right of an employee to self-organization and the right to form, join or assist labor organizations to bargain collectively through representatives of their own choosing, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection and, conversely, the right of such employees to refrain from any or all such activities. All proposers shall provide working conditions for services of a similar character in a similar locality in which the services are performed.

3.27 DISCIPLINE OR DISCHARGE OF EMPLOYEES

Any contractor's employee whose employment or performance is objectionable to the county shall be immediately transferred from the premises. A request by the County to transfer an employee shall not



constitute an order to discipline or discharge the employee. All actions taken by the contractor in regard to employee discipline shall be at the sole discretion of the contractor. The County shall be held harmless in any disputes the contractor may have with the contractor's employees. This shall include, but is not limited to, charges of discrimination, harassment, and discharge without just cause.

3.28 PRIME CONTRACTOR & SUBCONTRACTORS

The prime contractor will be responsible for contract performance when subcontractors are used. Subcontractors may be used only with the written permission and approval of the County, and shall have the same contract terms and conditions as prime contractors. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the proposer must clearly explain their participation in the proposal response documents.

3.29 COMPLIANCE WITH REGULATIONS AND LAWS

The successful firm shall comply with all applicable Federal, State, and local laws, regulations and policies including, without limitation, those pertaining to wages and hours of employment.



4 PREPARING AND SUBMITTING A PROPOSAL

4.1 GENERAL INSTRUCTIONS

In an effort to ensure the most efficient and economical service, the County utilizes Competitive Negotiation, or the Request for Proposal (RFP) process to assist IMSD Implementation Services. This process bases the contract award on the County's evaluation of work history, technical experience, ability, resources and other pertinent factors of the Proposer in conjunction with the total cost estimate.

4.2 INCURRED EXPENSES

Milwaukee County shall not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to execution of an agreement. This includes any legal fees for work performed or representation by proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to County Board approval of a contract award.

4.3 SUBMITTING A PROPOSAL

Proposers must submit one (1) original and eight (8) copies of all materials required for acceptance of their proposal in sealed envelopes. Submission must be to the specific location and prior to submission deadline indicated on the 'Information Summary Sheet'. Each hard copy should be double-sided and bound, with the exception of the original, which should be double-sided but not bound.

All proposals must be time-stamped as accepted by Milwaukee County by the stated time. Proposals not so stamped will not be accepted. Please note that if hand delivering proposals; allow adequate time for travel, parking, and security screening.

Proposals shall be organized and presented in the order and by the number assigned in the RFP. Proposals shall be organized with each heading and be clearly marked and separated by tabs or otherwise clearly marked. Failure to provide any requested information your proposal will be considered unresponsive.

All proposals shall consist of two submissions, Technical/Management Proposal and Cost Proposal. Each proposal must be submitted in separate envelopes and marked as requested below.

Your responses should be submitted as follows:

4.3.1 TECHNICAL AND MANAGEMENT PROPOSAL CONTENTS

- Cover Sheet for Technical Proposal (Attachment G)
- Responses to Technical and Management Request(s):
 - Quality of the Vendor, as demonstrated by responses to the questionnaire, compliance to the RFP requirements, and value added services, including accurate and timely reporting, ability to coordinate with County systems and other vendors, and approach and methodology of Cityworks implementation



- Experience, background, financial capability, and years in business performing similar services as required by the County, in similar size public and private organizations.
- Vendor Information Sheet (Attachment B)
- Insurance and Indemnity Acknowledgement Form (Attachment D)
- Conflict of Interest Stipulation (Attachment E)
- Sworn Statement of Bidder (Attachment F)
- EEOC Compliance (Attachment I)
- Certification Regarding Debarment and Suspension (Attachment J)
- Proprietary Information Disclosure Form (Attachment K)
- Declaration of Commitment to Compliance with Milwaukee County’s Minimum Wage Provision (Attachment C)
- Non-Disclosure Agreement (Attachment M)

4.3.2 COST PROPOSAL CONTENTS

- Cover Sheet for Pricing Proposal (Attachment H)
- Cost Proposal Submission Form (Attachment A)
- Disadvantaged Business Enterprise Forms (Attachment L)

4.3.3 Resource Proposal Contents

- Organizational chart includes percentage of time to be dedicated to Milwaukee County
- Resumes of project team

Proposals submitted in response to this RFP must be received no later than the deadline as identified in the Information Summary Sheet.

Both Technical and Cost Proposals shall be identified in the lower left corner as follows:

Technical and Management Proposal

Request For Proposal Title: (Title as provided on the Information Summary Sheet)

Request For Proposal Number: (Number as provided on the Information Summary Sheet)

RFP Proposal Receipt Deadline: (Date as provided on the Information Summary Sheet)

Cost Proposal

Request For Proposal Title: (Title as provided on the Information Summary Sheet)

Request For Proposal Number: (Number as provided on the Information Summary Sheet)

RFP Proposal Receipt Deadline: (Date as provided on the Information Summary Sheet)

Resource Proposal

Request For Proposal Title: (Title as provided on the Information Summary Sheet)

Request For Proposal Number: (Number as provided on the Information Summary Sheet)



RFP Proposal Receipt Deadline: (Date as provided on the Information Summary Sheet)

5 PROPOSAL AND AWARD PROCESS

5.1 PRELIMINARY EVALUATION

The proposals will be reviewed to determine if mandatory submission requirements are met. Failure to meet mandatory submission requirements will result in rejection of the proposal. Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information will be rejected as non-responsive. The Proposer assumes responsibility for meeting submission requirements and addressing all necessary technical and operational issues to meet the objectives of the RFP.

5.2 RESPONSE GUIDELINES

- Each question should be retyped in your bid with the response immediately following. Questions should be in the same font/format and order as outlined in this section.
- Responses should be brief and direct and address all subset questions. Please do not reference any pre-printed materials.
- Responses should reflect your programs, organization, and administrative systems as they currently exist.
- Any questions asking for statistics should be answered with actual, not anticipated or target statistics.

5.3 PROPOSAL SCORING

An Evaluation Committee will be established by Milwaukee County to evaluate all responsive proposals and to make a recommendation. A proposer may not contact any member of an evaluation committee except at the RFP Administrator's direction. Reference the "Questions" section for additional information.

The proposals will be reviewed by an evaluation committee and scored against the criteria outlined in this RFP.

- 1) Pricing
 - a) Total costs for all software and services proposed.
- 2) Technical
 - a) Quality and Performance of System: Extent to which proposed system conforms to technical specifications and meets business needs.
 - b) Additional system capabilities: Assesses additional system functions or capabilities beyond the specified requirements but still pertinent to the anticipated use of the system. Ease of system expansion and integration with future data sources.



- c) System Design and Integration: Feasibility of proposed solution design. Understanding of existing systems and integration requirements. Feasibility of proposed schedule, deliverables, and implementation approach.
 - d) Solution Details: Solution proposed is logically designed, based on existing proven technology, and demonstrates scalability while maintaining functionality. Proposal addresses all elements of the requirements fully.
- 3) Management
- a) Proposer Qualifications: Proposer has demonstrated ability and skills required to provide the goods and services required. Takes into account proposer's recent performance on similar contracts, as well as their reputation, efficiency, and responsiveness.
 - b) Overview and project methodology: Proposer demonstrates a clear understanding of the project goals. Proposer presents a clear overview of the proposed solution and how it meets the requirements and objectives of the project. Proposer includes a clear project management plan including industry standard and proven project management methodology, schedule and other elements.
 - c) Support and Maintenance: Proposer proposes the appropriate levels of software support and maintenance. Support is available within acceptable time lines from authorized and reputable professionals. Maintenance is provided for software as applicable.
 - d) Training: Proposed user and administrator training plan.
 - e) Proposer stability: Proposer demonstrates a strong commitment to the market sector and a desire to create long term investments in its product and customers.
- 4) Resource
- a) Proposer has demonstrated capabilities, competencies, and experiences to fulfill expectations of this project.

Proposal scoring; cost is one of the evaluation categories listed below and will be a defined percentage of the total RFP evaluation. Calculation of points to be awarded to lowest and each subsequent proposal will use the lowest dollar proposed amount as a constant numerator and the dollar amount of the proposer being scored as the denominator. The result then is multiplied by the total number of points provided in the cost section of the RFP. Lowest cost proposal will receive the maximum number of points available for the cost category other cost proposals will receive prorated scores based on the proportion that the costs of the proposals vary from the lowest cost proposal.

The evaluation committee's scoring will be tabulated and proposals ranked based on the total numerical scores, comprising the sum of both technical and cost scoring.

Oral presentations may be requested by Milwaukee County of the highest scoring proposer(s). If oral presentations are requested, proposers will be notified of when the presentations are to take place and what information should be provided. Milwaukee County may request Best and Final Offers from any or all respondents. Best and Final Offers are a supplement to the original offer. Milwaukee County reserves the right to make an offer based on the original submitted proposal.

Following final evaluation, the Committee will make a recommendation to the Executive Sponsors as to whose proposal is determined to provide the best value to Milwaukee County. Award may be made to the proposal with a higher technical ranking even if its price proposal is not the lowest.



The award of the contract, if made, shall be with an organization whose proposal provides the best value to Milwaukee County. Milwaukee County reserves the right to reject any and all proposals received if it deems appropriate and may modify, cancel or re-publish the RFP at any time prior to a contract being awarded up to and through final action of the County Board of Supervisors and the County Executive.

5.4 EVALUATION CRITERIA

The evaluation panel will use the following criteria to evaluate each RFP response. The weights specify the percentage value for criterion. The criteria will be applied to both the technical cost information submitted by each proposer.

RFP Evaluation Criteria	
Pricing Proposal	20%
Technical Proposal	25%
Management Proposal	25%
Resource Proposal	30%

5.5 RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS

The County reserves the right to reject any and all proposals.

5.6 EXCEPTIONS

Review the RFP in its entirety and indicate any exceptions you are taking to requirements defined in the RFP. If exceptions are taken, cite the paragraph involved, the exception taken, and state alternate language acceptable to the Respondent. Alternative language is subject to negotiation and/or approval. Any and all exceptions must be stated in your proposal.

5.7 INTENT TO AWARD

An Intent to Award will be issued and all proposers will be notified. Milwaukee County reserves the right to negotiate with the selected proposer, at its option, regarding the terms of a contract and other issues to be incorporated into the contract.

In the event that a successful agreement cannot be executed, Milwaukee County reserves the right to proceed with contract negotiations with the other responsive, qualified bidders to provide service.

Prior to execution of any final agreement, Risk Management shall make a recommendation of award and request approval of the County Executive and the County Board of Supervisors, if required. An agreement will only be fully executed following final approval by the County Board of Supervisors and County Executive, as and if required.

5.8 INFORMATION RELEASE

All materials submitted become the property of Milwaukee County. Any restriction on the use of data contained within a request must be clearly stated in the bid itself. Proprietary information submitted in



response to a request will be handled in accordance with applicable Milwaukee County Ordinances, State of Wisconsin procurement regulations, and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a Request for Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation and innovations become the property of Milwaukee County.

Milwaukee County may, at any time during the procurement process, request and/or require additional disclosures, acknowledgments, and/or warranties, relating to, without limitation, confidentiality, EEOC compliance, collusion, disbarment, and/or conflict of interest.

Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information and which proposer believes qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats, or material which can be kept confidential under the Wisconsin public record law, must be identified on the Designation of Confidential and Proprietary Information form (Attachment K – Proprietary Information Disclosure). Confidential information must be labeled as such. Costs (pricing) always becomes public information and therefore cannot be kept confidential. Any other requests for confidentiality MUST be justified in writing on the form provided and included in the bid submitted. Milwaukee County has the sole right to determine whether designations made by a proposer qualify as trade secrets under the Wisconsin public records law.

5.9 APPEAL

Protests and appeals related to this RFP after issuance of an "Intent to Award" are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapter 110. Appeal process information is available at http://www.municode.com/Library/WI/Milwaukee_County.



6 PRICING PROPOSAL

Proposers shall provide the cost of implementation, cost per month of administrative support and any additional costs such as training, travel costs, etc.

Proposers MUST provide a total estimated cost for each of the initial contract years on your Cost Proposal.



7 TECHNICAL PROPOSAL

The County of Milwaukee is seeking Cityworks software system implementation and integration services from a qualified software implementation partner to design, install, configure, provide user training, and deploy a CWS application in fulfillment of the project objectives previously noted. This project includes CWS, associated software, hardware, and solution integrator services. The project’s base scope of services will involve the following sequence of components (7A-7J) the vendor will be required to fulfill:

- 7A. Develop Project Management Plan (Roles, Responsibilities, & Schedules)
- 7B. Perform CWS Design Planning & Perform County Requirements Validation
- 7C. Departmental Special Considerations
- 7D. Submit Software & Hardware Recommendations to Optimize CWS
- 7E. Perform Necessary Software Installation Services for CWS & Related Applications
- 7F. Configure CWS & Associated Applications
- 7G. Review CWS Configuration with Stakeholders
- 7H. Conduct CWS Training
- 7I. System Deployment
- 7J. Project Acceptance Signoff & Post Deployment Support Services
- 7K. Continuing Support Services

7A. Develop Project Management Plan		
	Requirement	Vendor Comments
1	The vendor will identify the lead Project Manager (PM) representing their firm and this individual will be accountable for all project activities and vendor resources throughout the project’s duration. The vendor will also identify a principal with the authority to reassign resources and staff to maximize the project’s success. The vendor’s PM will be the single point of contact for all project milestone signoffs, issues, and approved change requests. The vendor PM will submit progress on a regular, weekly basis to the County’s project sponsor. Please comment on your project management methodology as it relates to this requirement.	
2	Immediately after project initiation, the vendor will prepare a Scope of Work (SOW) document building upon the vendor’s submitted project plan. The SOW will be organized by major project task accompanied with a project schedule. The schedule will be maintained throughout the project including milestone delivery dates/timeframes associated with each task’s deliverable(s) and/or outcome(s). The SOW’s work breakdown structure will include the task’s objectives, duration, vendor staff involved, deliverables/outcomes, assumptions, risks, County	



responsibilities to successfully complete each task, and County signoffs. Please provide a sample SOW as it would relate to the scope of this project. Approximate scope is outlined below:		
Department	Anticipated User Count	Approximate Annual Work Order Load
Zoo	20 end users (mobile) 1 system administrator 150 Service Requestors	5,000
Parks	50 end users (mobile) 1 system administrator 90 Service Requestors	5,000
HOC	10 end users (mobile) 1 system administrator 400 Service Requestors	12,000
Facilities	75 end users (mobile) 1 system administrator 50 Service Requestors	8,000
Fleet	5 end users (mobile) 1 system administrator 5 Service Requestors	6,500
Transit	30 end users (mobile) 1 system administrator 5 Service Requestors	20,000
Economic Development	5 end users (office) 1 system administrator 50 Service Requestors	500

7B. Discovery: Perform CWS Design Planning & Perform County Requirements Validation

3	The vendor will familiarize their team with the County’s fixed asset infrastructure systems and community demographics. This will provide a point of reference in comparing the County with other similarly sized communities for CWS configuration. A Discovery phase where the Vendor will perform Cityworks design planning and requirements validation will be the initial activity of the project. Provide details on how this has been done on previous implementations.
4	The vendor will prepare and document its design configuration details into a System Configuration Document (SCD) which will incorporate all forms, inspection worksheets, work order types and CWS design elements into a single reference. Please provide a sample SCD as it would relate to the scope of this project.
5	The vendor will design the CWS asset management system to support the following Departments: Parks, Fleet, Transit, Economic Development (ED), House of Corrections (HOC), Zoo, and Facilities. Please comment and include examples of previous experiences with multi-Departmental implementations.
6	The vendor and County will jointly develop a project stakeholder relationship associating each County stakeholder with the asset group



	with which they have a direct or indirect interest. This relationship will be used to ensure consistent communication workflows are maintained throughout the project. Please provide examples of previous experiences.	
7	The vendor will review and evaluate the County’s existing GIS utility data models with recommendations for each of the asset groups involved. Please provide previous data models and data management workflows used by other municipalities.	
8	The CWS design should enable the County to establish maintenance performance benchmarks and report progress toward achieving targets. Please provide details of the scope and breadth of benchmarking capabilities implemented in prior engagements.	
9	<p>Architectural Review – The County understands the following components may need to be acquired and vendor will review each prior to County acquisition:</p> <ul style="list-style-type: none"> • Cityworks Server AMS (2015 Release) • Server hardware • Microsoft SQL Server • ESRI ArcGIS Server Enterprise Standard • VMWare for a Dedicated Server Virtual Environment • Secure VPN Client • Storage needs • Bandwidth <p>Vendor will identify any recommended architectural components for project not specified, if deemed necessary. Architectural review needs to include perspective of scalable server count, bandwidth and load balancing requirements including ESRI/ArcGIS.</p> <p>Vendor must implement in high-availability/load balanced environment.</p> <p>Current Configuration is as follows:</p> <p>VMWare Host – Running on ESX 5.5 1 x vCPU 4GB RAM 60GB Hard Drive 1 20GB Hard Drive 2 OS: Server 2012 R2r</p> <p>SQL Server Instance SQL Server 2008 R2 2 x vCPU 12GB RAM 60GB Hard Drive 1 20GB Hard Drive 2 10GB Hard Drive 3-5</p>	
10	<p>Mobile Components Review</p> <ul style="list-style-type: none"> • Allow for the ability for crew members and supervisors to use either the mobile app, field mode, and/or Respond of 	



	<p>Cityworks to access and update work orders, service requests, and assets.</p> <ul style="list-style-type: none"> Will require validation on the County’s chosen mobile strategy (TBD) and best practices for VPN, infrastructure, and mobile connectivity. <p>Please provide details on a large scale mobility strategy and best practices used in prior implementations.</p>	
11	<p>Asset Management System Objectives – Please provide details on how CWS shall support the following:</p> <ul style="list-style-type: none"> Dynamic (add, delete, modify) asset management functionality within the Cityworks system. Allocation of time expended for labor Tracking of equipment and inventory Establish preventive/routine maintenance schedules for assets taking multiple parameters into account (as necessary) Inspection module configuration Establish alerts triggering preventive maintenance according to preset schedules or costs which exceed specified thresholds 	
12	<p>Service Request/Work Order Management - Please provide details on how CWS shall support the following for BUILT assets:</p> <ul style="list-style-type: none"> Promote improved workflows among County staff to handle service requests with greater efficiency and responsiveness Establish service request categories, types, dates, name of requester, name of staff member receiving the request, assign priority, and route request to appropriate staff for work order determination Relate each service request/work order to a specific cost center Generate email alerts and reminders to appropriate staff when work orders are not completed within the reasonable durations for routine activities Determine a data retention policy Tracking and reporting of associated labor, equipment, and materials cost used for departmental operations and maintenance activities. Track which staff members participate in work order progress, for costing purposes. Map assets using GIS information to allow for a quicker turnaround on open work orders. Configure preventative maintenance/inspection functionality. Allow departments to share work order systems so that cross-departmental work can be completed (i.e., certain skilled trades can be detailed to Programs in other departments as needed). Enable departments / offices to track fixed asset details, by allowing users to enter purchase date, share data with Comptroller for depreciation purposes, create maintenance standards, and create maintenance schedules 	



13	<p>Service Request/Work Order Management - Please provide details on how CWS shall support the following for LAND assets utilizing the GIS foundational database:</p> <ul style="list-style-type: none"> • Map all County-owned land using GIS information to allow for open and uniform access of data across departments. • Identify ownership status, with regard to divisions, for all undeveloped County-owned land. • Identify maintenance responsibility, with regard to divisions, for all undeveloped County-owned land. • Identify zoning for each parcel. • Keep work order data for performance measures, if needed. • Enable departments / offices to track land details, by allowing users to: <ul style="list-style-type: none"> ○ View zoning and ownership status ○ Share data with Comptroller for depreciation purposes ○ Create maintenance standards ○ Create maintenance schedules 	
14	<p>Integration with VFA, current facilities capital planning and management software:</p> <ul style="list-style-type: none"> • Provide a bi-directional API to integrate with VFA which allows for the editing of asset data • Provide a bi-directional API to integrate with VFA for the management of work orders meeting a particular criteria <p>Please comment on vendor’s experience integrating both with VFA directly and/or with similar systems.</p>	
15	<p>Develop strategy to increase and manage GIS data for Cityworks going forward.</p> <ul style="list-style-type: none"> • Departments will have the ability to increase asset data and mature the GIS environment independently by adhering to an enterprise process. 	
16	<p>Integration with current document management system, OnBase:</p> <ul style="list-style-type: none"> • Ability to store and easily retrieve asset related documentation such as photos, blueprints, schematics, instruction manuals, MSDSs, etc. • Provide strategy to ensure the Hyland OnBase integration of document storage and retrieval for CWS is maximized through this project. <p>Please comment on vendor’s experience implementing the Cityworks/OnBase plug in.</p>	
17	<p>GIS System Configuration</p> <ul style="list-style-type: none"> • System must utilize an existing ESRI GIS database. Current architecture can be configured to accommodate new feature classes, object classes, and attributes, etc. • The software must be capable of updating the ESRI data in real time, if desired. • The asset management solution must be capable of communicating with the most recent release of GIS software. • Custom programming will be limited and will require review from the LIO office. 	



	<p>Please comment on vendor’s experience integrating with existing GIS infrastructures and data.</p>	
18	<p>Analytic System Configuration</p> <ul style="list-style-type: none"> • Provide comprehensive management analytics which includes a set of predefined reports for current and future asset classes at an enterprise level and making accommodations for each Department • Provide training to County staff which allows staff to create/modify reports using templates and other resources to facilitate user-customized reports • Provide a management level dashboard to display key performance measures and status review checks at an enterprise level and making accommodations for each Department <p>Please provide vendor’s reporting methodology in ensuring the management teams are satisfied while also ensuring the system performance is intact.</p>	
19	<p>Employee Management & Labor Activity Tracking</p> <ul style="list-style-type: none"> • The system should manage employee names and associated hourly rates with a scheduled data load from the internal Oracle database and Dayforce. • The system should manage full-time, part-time, and other employee classes and costs (regular, holiday, over time pay) so labor costs can be associated with each work order and aggregated into categories of work orders • It should be able to apply labor costs to projects, equipment, and other cost centers <p>Please provide experience with this requirement.</p>	
20	<p>Cost Accounting & Budget Planning</p> <ul style="list-style-type: none"> • The system should provide functionality for cost accounting, work planning, and budgeting with enterprise reporting capability to track labor and any associated equipment and materials in gathering costing information. • The CWS system should assist the budgeting of annual maintenance and operations planning in support of annual budget cycles • The system should be designed to maintain (add, delete, modify) activity codes and sub-activity codes (if necessary) for all categories of work performed • It must track costs based on activity codes and allocate and track costs involving individual projects and cost centers • Provide project management reporting tools and enhanced project costing capability based on level of service, labor costs, materials, and equipment costs • Identify activity codes where costs are recaptured through recovery versus internal service costs • Provide capability to develop annual work programs and budgets based upon planned levels of service and estimated resource costs 	



	<ul style="list-style-type: none"> • Provide planned versus actual analysis of work performance and costs <p>Please provide experience with this requirement in a multi-Departmental, multi-cost center environment.</p>	
21	<p>The vendor will review and evaluate the County's resource availability and make recommendations as to the amount and location of resources required to fully support, build upon, and manage the implementation. Please provide experience with this requirements.</p>	
7C. Departmental Special Considerations		
22	<p>Zoo Today the Milwaukee County Zoo is a very paper-based driven organization, where all work orders are on carbon paper. Very few of the assets are currently tracked. The Zoo has considerable regulatory inspections and reports that must be provided to local and national government agencies. In addition to general maintenance work orders, the Zoo holds dozens of special events and private parties throughout the year that would need to be tracked under one (billable) umbrella with 10+ work orders associated with it. Please provide experience with these requirements.</p>	
23	<p>Parks Milwaukee County Parks Department is a large, 24x7 operation with significant liability issues in regards to safety and wellness. Parks also has strict state and national compliance codes that must be enforced and reported against. Some, but not all, service request templates will require a unique process flow for supervisor approval on specific requests. Parks already has many assets in GIS and has dedicated resources for this effort. The assets not already part of GIS are located on an excel spreadsheet. Please provide experience with these requirements.</p>	
24	<p>HOC The Milwaukee county House of Corrections is a paper, email, and in-person conversation based work order system today. HOC has a great need for Cityworks with liability and legal issues that may arise with the inmates. Often the HOC must reference old work orders for judicial reasons. HOC employee end users will work with the inmates for work order completion. While no access to CWS will be given to the inmates, labor rates must be flexible to allow this. Additionally, HOC is interested in tracking storeroom supplies. Please provide experience with these requirements.</p>	
25	<p>Facilities The Milwaukee County Facilities Department is a large organization working on both the day to day maintenance of many buildings and assets as well as long term planning for the county. As such, Facilities is very interested in inspections, condition reports, and asset protection. Please provide experience with these requirements.</p>	
26	<p>Fleet The Milwaukee County Fleet Department is a small and organized department. Fleet is planning on implementing CWS for its main office building, maintenance building, and parking lots. No fleet/vehicles will be included in the scope of this integration. Assets are currently</p>	



	tracked and documented. Fleet has significant regulatory reporting requirements with OSHA, EPA, etc. Fleet has an absolute need for Storeroom. Please provide experience with these requirements.	
27	<p>Transit</p> <p>The Milwaukee County Transit Department is run as a separate entity of Milwaukee County. As such, Transit has their own HR database for employee labor rates and also their own GIS infrastructure. Like Fleet, Transit is planning on implementing CWS for their Bus Shelters, signs, and buildings. No fleet/vehicles will be included in the scope of this integration. Transit has an absolute need for Storeroom. Please provide experience with these requirements.</p>	
28	<p>Economic Development</p> <p>Milwaukee County Economic Development Department essentially has two-fold responsibilities: a real estate service – for foreclosures and working with other departments to buy/sell property. ED does not have a staff of end users who will be completing the work orders, rather they contract out most of the work required on the properties either internally or externally to third parties. ED is most interested in managing land assets in terms of real estate value. Please provide experience with these requirements.</p>	
7D. Submit Software & Hardware Recommendations to Optimize CWS		
29	<p>The vendor will recommend the appropriate versions and specifications for hardware/software components PRIOR to the County’s acquisition of components.</p> <p>Provide qualifications to ensure this requirement is met.</p>	
30	<p>Vendor will review and approve software and hardware procurement orders prior to being submitted to suppliers for acquisition.</p> <p>Provide qualifications to ensure this requirement is met.</p>	
31	<p>Vendor will review and approve software and hardware components upon delivery to ensure the recommended versions and specifications are satisfied (County will perform the procurement process with vendor oversight). The County is flexible about working with the vendor’s procurement process if more substantial discounts can be achieved.</p> <p>Provide qualifications to ensure this requirement is met.</p>	
7E. Perform Necessary Software Installation Services for CWS & Related Applications		
32	<p>Vendor will validate the configuration for the current MCDOT Highway Maintenance installation and make necessary recommendations for scalability and future planning.</p> <p>Provide qualifications to ensure this requirement is met.</p>	
33	<p>Validate and review the specifications of the current ESRI’s ArcGIS Server to accommodate the asset data model design selected for the asset groups.</p> <p>Provide qualifications to ensure this requirement is met.</p>	
34	<p>Assist with the design and configuration of the ArcGIS to accommodate all of the GIS data associated with the project scope. The GIS data model review will facilitate the design and development process.</p> <p>Provide qualifications to ensure this requirement is met.</p>	
35	<p>Vendor will determine backup and archiving needs based upon a retention policy determined during Discovery.</p>	
7F. Configure CWS & Associated Applications		



36	Vendor will configure ArcGIS SDE to accommodate the asset groups to be incorporated into in CWS. Provide methodology vendor uses to integrate with existing ArcGIS.	
37	Vendor design will facilitate the addition of future asset classes to the ArcGIS database. <ul style="list-style-type: none"> Vendor will develop the integration points or relationships between the asset information and asset feature that does not compromise the integrity of any current spatial features. Provide sample design documentation.	
38	Vendor will update the system requirements document detailing the configuration of the CWS database to reflect County specific elements including but not limited to: employees, materials, equipment, work order templates, reports, problem codes, etc.	
39	To facilitate the design and development process, the County requires the vendor to validate the current testing environment to ensure scalability and provide recommendations for future expansion and growth. Please provide testing and quality assurance methodology.	
7G. Review CWS Configuration with Stakeholders		
40	Vendor will conduct a system review with stakeholders to evaluate the database, templates, and problem codes to ensure system acceptance.	
41	Vendor will reflect all configuration changes within the system configuration document.	
42	Vendor will enable County stakeholders to review interfaces, domain lists, and workflows to fully validate acceptance of the configuration involving each of the asset groups.	
7H: Conduct CWS Training		
43	The County will institute a train-the-trainer approach for users in each service area who will perform configuration changes and provide first-level user support. Please provide examples of previous training experiences in a similar scope.	
44	The vendor will provide a series of workshops covering the following suggested topics at County facilities and IMSD Help Desk personnel (County will provide PCs, projector system, LAN access): <ul style="list-style-type: none"> Overview of GIS: Training will provide a high level overview of GIS, including user interface, the features and functions of maps, and editing asset data. Cityworks Service Requests (SRs): Training will address the initiation of SRs to include adding resources, searching, cancelling, closing, combining, geolocating, reports, and associating SRs to projects and work orders. Cityworks Work Orders (WOs): Training will show users how to link SRs to WOs and how to process WOs and associated tasks. The training components will include adding labor, material, and equipment to WOs. It also shows how users can submit, search, cancel, close, schedule, repeat, geo-locate, report on WOs, and associate WOs to projects. Cityworks Designer & System Administration: Training will show how to configure work order templates, equipment lists, 	



	employees, user permissions, and other configurable system components. It will also cover system and database administration issues (e.g. software installation, user accounts, and security).	
45	The vendor will provide training documentation for users and administrators which will represent the most frequent and essential activities for system use/management. Please provide examples of previous training experiences in a similar scope.	
7I. System Deployment		
46	Vendor will ensure all software configurations are consistent with the specifications in the System Configuration Document.	
47	Vendor will perform services on-site to ensure installation and testing is performed efficiently in conjunction with County IT staff.	
48	Vendor will review all open issues with the County and will submit an issues resolution log containing trackable items like issue ID, detailed issue description, impact on objectives, responsible party, actions to resolution, completion status, and the date the issue was resolved. Please provide a sample of the management of open issues.	
49	Vendor will include recommendations for staffing, workload expectations, and ownership responsibilities at the enterprise level as well as each participating Department: <ul style="list-style-type: none"> • Provide operational organization structure for support or development (diagram or text). 	
7J. Project Acceptance Signoff & Post Deployment Support Services		
50	Vendor will obtain final signoff for all project milestones and deliverables.	
51	Vendor will provide a system configuration document and technical architecture documentation in editable MS Word format for future system configuration tracking by County personnel.	
52	Vendor will provide agreed-upon architectural diagrams including systems/subsystem (with integration points, security, and data dependencies). A future planning architectural diagram will also need to be created for the "to be" technical infrastructure.	
7K. Continuing Support Services		
53	The vendor will provide an hourly rate schedule for remote and on-site assistance to perform system enhancements and modifications after the base scope and any alternates are satisfactorily completed.	
54	Services provided may include, but are not limited to, the development of new report templates, adding new asset classes, additional training, work flow modeling, and evaluating system updates with respect to their impact on software/hardware configuration.	
55	The hourly rate schedule will be fixed (set) for a one-year period from the date of the initial contract's execution.	



8 MANAGEMENT PROPOSAL

	Requirement	Vendor Comments
1	Please provide a brief history of your company. Including the scale of your organization, staffing models, and employee retention plan.	
2	How long has your company offered Cityworks implementation services?	
3	How many Cityworks implementations have you completed? Please explain noting the scale of the implementations.	
4	Please list your 3-5 key competitive advantages in the market place.	
5	Are there any pending organizational changes that may affect your relationship with Milwaukee County if chosen? Such changes could include mergers, acquisitions, staff changes, etc. These should not include anticipated product or process improvements.	
6	Please provide the implementation action plan and timeline with the various phases, deadlines, and responsibilities. Include checkpoints and audits to ensure quality control. Also include how long your resources will be involved on the account beyond the effective date.	
7	Please provide change management processes that are used during the implementation process (i.e. change in scope, change in resources and achieving project stakeholders expectations).	
8	Identify any subcontracting relationships and audits in place to ensure each contractor is meeting and maintaining high quality standards.	
9	Include your performance guarantees and a sample copy of your contract/policy agreement as part of your exhibits.	
10	Implementing this solution will require process management. Explain how you have worked with past clients to overcome user adoption issues, paper processes to software processes issues and other examples that would be beneficial for understanding.	
11	The solution must be simple to administer including making changes such as adding	



	Requirement	Vendor Comments
	users, changing lookup values, security additions and changes, etc. The solution must also be flexible and allow for changes as business processes evolve. Describe your experience to meet this requirement.	
12	Spatial data developed for the enterprise asset management system must conform to the Database Design set forth by the Milwaukee County Land Information Office and all data collection must meet National Map Accuracy Standards (NMAS).	
13	The solution must be easily able to implement fixes, upgrades and enhancements. Describe your experience to meet this requirement.	
14	The solution must be extendable to incorporate other devices, user interfaces, external systems, and new Departments. Describe your experience to meet this requirement.	
15	The solution must function well when under the load of more than 300 concurrent users distributed across a WAN environment. Describe your experience to meet this requirement.	



9 RESOURCE PROPOSAL

Please provide:

1. An organizational chart of all individuals who will be handling Milwaukee County account. Please include name, title, location, job responsibility, and percentage of time to be dedicated to Milwaukee County.
2. Resumes of those slated for the Milwaukee County account, include management, customer service, claims, underwriting, etc.
3. Three references, include name, organization, contact information, description of project, including size, scope, and complexity.



10 ATTACHMENT A: COST PROPOSAL SUBMISSION FORM

	Contract Execution	Support Year 1	Support Year 2
Cost of Implementation	\$		
Cost per hour of configuration and administrative support		\$	\$
Cost per hour of additional resources (please list out job title with applicable associated cost)		\$	\$
Travel Costs		\$	\$
Training Costs		\$	\$
General Monthly Technical Support Costs		\$	\$
Other Costs (provide detailed explanation)		\$	\$
Total		\$	\$



11 ATTACHMENT B: VENDOR INFORMATION SHEET

This form must be completed and submitted with bid response. It is intended to provide the County with information on the vendor's name and address and the specific persons who were responsible for preparation of the vendor's response. Each vendor must also designate a specific contact person who will be responsible for responding to the County if any clarification of the vendor's response should become necessary.

Vendor Name: _____

Vendor Address: _____

Phone Number: _____ FAX: _____

E-mail: _____

Vendor Response Prepared By: _____

Signature: _____



12 ATTACHMENT C: DECLARATION OF COMMITMENT TO COMPLIANCE WITH MILWAUKEE COUNTY'S MINIMUM WAGE PROVISION

Declaration of Commitment to Compliance with Milwaukee County's Minimum Wage Provision

Bid/RFP #: _____

In accordance with Chapter 111 of the Milwaukee County Code of General Ordinances, it is the policy of Milwaukee County that certain contractors, subcontractors, lessees and recipients of financial assistance doing business with the county shall pay employees performing part or full time work for the county a minimum wage rate. The current required minimum wage rate is as follows:

Effective Date	Base Wage Required (\$ per hour)
June 1, 2014	\$11.66

Milwaukee County's Minimum Wage Ordinance generally applies to employers with more than 20 employees that entered into one of the following types of contracts or agreements as of June 1, 2014:

- Service Contracts under Chapter 32 of the Milwaukee County Code of General Ordinances
- Certain Personal Care/Supportive Home Care Services provided by agencies that contract exclusively with Milwaukee County
- Concession Contracts
- Lease Agreements
- Economic Development Financial Assistance Agreements

Exemptions to the policy are listed in section 111.03(2), Milwaukee County Ordinances.

In order to be considered responsive to the Bid/RFP, you must submit this form.

The undersigned hereby agrees to the following:

- To pay all workers employed by the Contractor in the performance of this contract, whether on a full time or part time basis, a base wage of not less than the minimum wage rate as determined annually by Milwaukee County.
- New rates that go into effect (annually on the last business day of February) will be adhered to promptly.
- To provide the Milwaukee County Office of the Comptroller-Audit Services Division a Declaration of Compliance and supporting payroll data every three (3) months during the contract term and within 10 days following the completion of the contract.
- To procure and submit a like Declaration and supporting payroll data from every subcontractor employed by the contractor.

I believe that I am exempt from Chapter 111 for the following reasons:

Please attach documentation to substantiate your claim of an exemption. Milwaukee County will review the documentation you provide; if your exemption is not substantiated, your proposal/bid will be deemed unresponsive, and will be removed from further consideration.

I declare under penalty of perjury that the forgoing is true and correct. I have read and understand Chapter 111 of the Milwaukee County Ordinances. I have executed this Declaration on _____ (date).

Company Name: _____

Authorized Signature: _____

Printed Name: _____



13 ATTACHMENT D: INSURANCE AND INDEMNITY ACKNOWLEDGEMENT FORM

Vendor must at the time of the contract award provide to the County proof of all Liability clauses listed below:

Indemnity:

The parties agree to the fullest extent permitted by law, to indemnify, defend and hold harmless, the other party and its agents, officers and employees, from and against all loss or expenses including cost and attorney’s fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the indemnifying party, or its (their) agent(s) which may arise out of or are connected with the activities covered by this Agreement. The County’s liability shall be limited by Wis. Stat. Section 893.80 for general liability.

The foregoing obligations are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed, provided however that the failure to give such notice shall not relieve the indemnifying party of its obligations hereunder except to the extent that such indemnifying party is materially prejudiced by such failure; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the written consent of the indemnified party; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Insurance:

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

It is understood and agreed that Contractor shall 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 County.

Type of Coverage	Minimum Limits
Wisconsin Workers' Compensation	Statutory (Waiver of Subrogation for Workers Comp by Endorsement)
Employer's Liability	\$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
Contractual Liability	\$1,000,000 Per Occurrence
Fire Legal Liability	\$50,000 Per Occurrence

Professional Liability

Errors & Omissions	\$1,000,000 Per Occurrence
--------------------	----------------------------

Automobile Liability

Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned	
Uninsured Motorists	Per Wisconsin Requirements

Milwaukee County, as its interests may appear, shall be named as an additional insured for general, automobile, as respects the services provided in this Contract. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. Notice of cancellation, nonrenewal, or material change shall be afforded to the county in accordance with the provisions of the policies.

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

A Certificate of Insurance shall be submitted for review to the County for each successive period of coverage for the duration of this Contract

Except for Worker’s Compensation and Employers Liability, Milwaukee County shall be named as and Additional Insured in the general and automobile liability policies as its interests may appear as respects the services provided in this agreement. A waiver of subrogation shall be afforded to Milwaukee County on the Workers’ Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.



The insurance specified above shall be placed with an A rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Risk Manager as a condition of this agreement.

A certificate of insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of this agreement.

The undersigned certifies and represents an understanding of Milwaukee County's Insurance and Indemnification requirements. The undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFP.

Vendor's Name

Title

Signature

Date



14 ATTACHMENT E: CONFLICT OF INTEREST STIPULATION

Sign and Submit with Technical Proposal

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 MC 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 MC, and the relationship to your business:

Name _____

County Position _____

Business Relationship _____

The appropriate corporate representative must sign and date below:

Printed Name _____

Authorized Signature _____

Title _____

Date _____



15 ATTACHMENT F: SWORN STATE OF BIDDER

Sign and Submit with Technical Proposal

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, all related attachments, questions and answers, addenda, and information provided through MC, in detail before submitting this proposal.

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

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 _____, _____

Notary Public, _____ County

State of _____

My commission expires _____.



16 ATTACHMENT G: COVER SHEET FOR TECHNICAL PROPOSAL

Sign and Submit with Technical Proposal

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to the RFP for Professional Services.

Vendor's Name

Title

Signature

Date



17 ATTACHMENT H: COVER SHEET FOR PRICING PROPOSAL

Sign and Submit with Price Proposal

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information, of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFP for Professional Services.

Vendor's Name

Title

Signature

Date



18 ATTACHMENT I: EEOC COMPLIANCE

Sign and Submit with Technical Proposal

YEAR 2015 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS TO BE COMPLETED AND SIGNED BY ALL APPLICANTS

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

Non-Discrimination

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

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

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

Affirmative Action Program

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and handicapped persons and other protected groups, at all levels of employment in all Departments of the seller's work force, where these groups may have been previously under-utilized and under-represented.

CONTRACTOR also agrees that in the event of any dispute as to compliance with the foretasted requirements, it shall be his responsibility to show that he has met all such requirements.

Non-Segregated Facilities

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

Subcontractors



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

Reporting Requirement

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

Affirmative Action Plan

CONTRACTOR certifies that, if it has 50 or more employees, it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Audit Compliance Manager, Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4206]. CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with any of the following:

The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4206].

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

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

Compliance

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

Executed this ___ day of _____, 20___

by Firm Name: _____

Address: _____

Signature: _____

Title: _____

City/State/Zip: _____



19 ATTACHMENT J: CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Sign and Submit with Technical Proposal

The applicant certifies to the best of its knowledge and belief, that its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company: _____



20 ATTACHMENT K: PROPRIETARY INFORMATION DISCLOSURE FORM

Sign and Submit with Technical Proposal

The attached material submitted in response to the Request for Proposal includes proprietary and confidential information, which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats. or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c). Wis. Stats. as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHHOLD THE MATERIALS.

Failure to include this form in the Request for Proposal may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold Milwaukee County harmless for any damages arising out of the release of any materials unless they are specifically identified above.



Company Name: _____

Authorized Representative: _____

Signature

Authorized Representative: _____

Type or Print

Date: _____



21 ATTACHMENT L: DISADVANTAGED BUSINESS ENTERPRISE FORMS



22 ATTACHMENT M: NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into on this ____ day of _____, 20____ by and between Milwaukee County Department of Administrative Services, located at 633 W Wisconsin Ave, Ste 1117, Milwaukee, WI 53233 (the" Disclosing Party"), and

_____ with an address at _____ (the "Recipient" or the "Receiving Party").

The Recipient hereto desires to participate in _____

_____ for Milwaukee County (the "Transaction"). During these discussions, Disclosing Party may share certain proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

(a) For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (b) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.



2. Disclosure of Confidential Information.

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein). Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

3. Use of Confidential Information.

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party. Nothing contained herein is intended to modify the parties' existing agreement that their discussions in furtherance of a potential business relationship are governed by Federal Rule of Evidence 408.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek 3



a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term.

This Agreement shall remain in effect for a three-year term. Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

6. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information.

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably nonrecoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction). 4

8. Notice of Breach.

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the



Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Transaction.

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

10. Warranty.

Each party warrants that it has the right to make the disclosures under this Agreement. NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER. The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party or to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

11. Miscellaneous.

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Wisconsin applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof. The Federal and state courts located in Wisconsin shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.



(d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(e) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

(f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(g) The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or (ii) providing products or services to others who compete with the other.

(h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Disclosing Party Receiving Party

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____





COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION SPECIFICATIONS

1. The award of this contract is conditioned upon your good faith efforts in achieving this project's Disadvantaged Business Enterprise (DBE) goal of __%, and you must document those efforts.
2. **DBE Goal:** This participation goal is based on the total dollar value of your base bid, initial offer or initial scope of work, less allowance and/or reimbursable items as indicated in the solicitation. Participation must be maintained throughout the contract, including additional contract work, e.g., acceptance of alternates, negotiated procurements, change orders, addendums, use of allowances, etc.

BID/PROPOSAL CONSIDERATIONS

3. The County will reject your bid/proposal if you fail to do one of the following:
 - a. Submit the completed **Subcontractor/Subconsultant/Supplier Information Sheet (DBE-02)** and the **Commitment to Contract with DBE (DBE-14)** form(s) detailing your proposed participation plan with your bid/proposal; or
 - b. Submit the completed **Certificate of Good Faith Efforts (DBE-01)** form with the bid/proposal, along **Subcontractor/Subconsultant/Supplier Information Sheet (DBE-02)**.
4. Your good faith efforts are those that one could reasonably expect to be taken if you were actively and aggressively trying to obtain DBE participation sufficient to meet the goal. Additional guidance is part of the **Certificate of Good Faith Efforts (DBE-01)** form).
5. If awarded the contract, you will enter into a contractual agreement, directly or through subcontractors, according to the **Commitment to Contract with DBE (DBE-14)** form(s) submitted with your bid/proposal. Copies of the executed contract(s) or purchase order(s) will be required to be submitted to the County.
6. DBE participation credit, for both DBE and non-DBE primes, is calculated as follows:
 - a. All of the identified scope(s) of work must have a commercially useful function in the actual work of the contract and must be performed directly by the DBE. This means that DBEs must perform the contract work with their own employees, as determined by the County.
 - b. One hundred percent (100%) for the work performed by a DBE. If a DBE subcontracts a portion of its work to another firm, the value of the subcontracted work will not be counted towards the DBE goals unless the work is performed by another DBE. Material, equipment and supplies provided and installed (put into use) by a DBE also count dollar for dollar to toward the goal.
 - c. One hundred percent (100%) for products manufactured by a DBE. DBE manufacturers operate or maintain a facility produces goods from raw materials, or substantially alters the materials or supplies, on-site.
 - d. Sixty percent (60%) for materials or supplies purchased from a certified DBE regular dealer.

Regular Dealers own, operate, or maintain stores, warehouses, or other establishments where materials or supplies are kept in stock, and regularly sold to the public in the usual course of business. A regular dealer in bulk items such as steel, cement, gravel, stone, and petroleum products don't need to keep stock, if it owns or operates distribution equipment.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

- e. One hundred percent (100%) for the fees or commissions charged for assistance in the procurement of material and supplies. Fees or transportation charges for the delivery of material or supplies by a DBE to a job site also count dollar for dollar toward the goal. The cost of the materials and/or supplies themselves will not be credited towards its DBE goals.

Brokers, Trade Agents and Manufacturers'/Independent Sales Representatives arrange or expedite transactions without taking title of the goods being sold and receive a commission or fee for their service.

- f. One hundred percent (100%) for DBE trucking firms. The DBE must be responsible for the management and supervision of the entire trucking operation for which it has contracted. The DBE must also use trucks it owns, insures, and operates using drivers it employs. The DBE may lease trucks from another firm, or an owner-operator, certified as a DBE. The DBE may also lease trucks from a non-DBE firm, or owner-operator, but credit will only be given for the fee or commission and not the trucking itself. Ready mix operations will not receive credit for deliveries made by non-DBE firms.
- g. You are required to notify the County if any DBE contractor(s) working on this contract will sublet any portion of their work.
7. Only DBEs certified by the State of Wisconsin Unified Certification Program (UCP) prior to the bid/proposal submission deadline count towards the satisfaction of the goal. If you want to use a DBE certified in another state, that firm must apply for certification with the UCP prior to the submission deadline. You must also include a copy of DBE certification from its home state along with your bid/proposal. For assistance related to certified DBE firms, contact the Certification Compliance Administrator at (414) 278-4747.
8. The County reserves the right to request supporting documentation from both you and any listed DBE. If you fail to respond within the time specified, the County will determine you to be non-responsive and remove you from further consideration for contract award.

FOLLOWING CONTRACT AWARD

9. The County reserves the right to conduct compliance reviews and request, both from you and your subs or suppliers, supporting documentation to verify DBE participation, in addition to the information entered monthly into the County's online reporting system. The County will notify you if you are not in compliance with contract specifications. If you fail to take corrective action as directed, the County will take one or more of the following actions:
- Terminate or cancel your contract, in whole or in part;
 - Remove you from the list of qualified contractors/consultants, and refuse to accept future bids/proposals from you for a period not to exceed three (3) years;
 - Withhold contract payments, or pay subs and/or suppliers directly, to cover shortfall; and/or
 - Bring suit to recover damages up to the amount of the shortfall, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.
10. You must submit copies of the executed subcontract agreement(s) or purchase order(s) for each sub and/or supplier listed on the contract. Include copies with the first monthly request for payment. **REQUESTS FOR PAYMENT WILL NOT BE PROCESSED IF AGREEMENTS ARE NOT SUBMITTED.** In addition, you will document that each DBE is notified at least three (3) working days before start of their subcontract work.
11. You are required to notify the County if any DBE contractor(s) working on this contract will sublet any portion of their work.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

12. If the DBE(s) cannot perform, if you have a problem in meeting the goal, or any other issue such issues come up, you must immediately contact CBDP at (414) 278-4747. You must submit written notification of your desire for substitution to the DBE affected, and copy the County. This notice must state the reason for the request. The DBE has five (5) business days to provide written objection/acceptance to you. Approval must be obtained from County prior to making any substitutions. DBE contractors are also required to notify and obtain approval from the County prior to subletting work on this project.
13. **Requests for Payment:** You will enter payments to subs and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments made during the preceding month and will include zero dollar (\$0) entries where no payment has occurred. You must also indicate on the AIA Document **G703 - Continuation Sheet**, or equivalent, work being performed by DBEs. Either a) place the word "DBE" behind the work item or b) break out the work done by DBEs at the end of the report. If you don't do these things, the County will deny payments, or enforce other sanctions including those listed in Section 9, above.
14. The County has a revolving loan program for DBEs. If you use a DBE that is using these County funds, you must assist the County repayment of these funds. This may include, but is not limited to, providing written information regarding the sub's contract balance, prior payment (two or three party) agreements, and the issuance of two-party checks payable in the name of Milwaukee County and the DBE indebted to the County under this program.
15. The County reserves the right to waive any of these specifications when it is in our best interest.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

CERTIFICATE OF GOOD FAITH EFFORTS

This document should detail what your firm has done to meet this project's participation goal. Guidance as to what 'good faith efforts' are and are not is found on pages 5 & 6 of this document.

Failure to use good faith efforts to meet the assigned participation goal will result in the rejection of your bid/proposal.

I, _____, do hereby acknowledge that I am the _____ of _____, who has been identified as a bidder/proposer on the following Milwaukee County Project:

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

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

I hereby certify that our firm has used good faith efforts to solicit, negotiate with, and utilize certified firms to meet the participation goal of this contract, as demonstrated by my responses to the following questions:

A. Identifying Contractible Work Items

You were encouraged to select portions of work to be contracted in a manner that will increase the likelihood of meeting the participation goal. In selecting work to be contracted, you considered, where appropriate, breaking down contracts into economically feasible units to facilitate small business participation.

1. Which portion(s) or section(s) of the project work was/were selected to be contracted to certified firms (or broken down into economically feasible units to facilitate participation)?

B. Notifying Certified Firms of Contracting Opportunities

2. List the certified firms that received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone, or email (with deliver, read receipts and certified firm's response) solicitations. Include copies of the written notice(s) sent to certified firms. (Attach additional pages if necessary)

Certified Firm Contacted	Date of Written Notification	DBE (Yes/No)	Date of Follow-up Telephone Call/or Email

3. Identify publications in which announcements or notifications were placed and published, if any. Include a copy of each announcement or notification.

Published Announcement/Publication (please describe)	Date

4. Identify minority and/or women's associations or organizations that received written notifications, including dates of notifications. Provide person's name contacted during, and the date of, the follow-up call. If no follow-up calls were made, explain why not. Include copies of notice(s) sent.

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

5. Did you contact Milwaukee County's Community Business Development Partners Department (CBDP) to assist in identifying certified firms for this project?

Yes _____ No _____

Contact was made by: _____ Telephone _____ Email _____ Other _____

Date contacted: _____ Person Contacted: _____

C. Providing Certified Firms with Assistance

6. Explain any efforts to provide certified firms with timely, accurate and complete information about the project, scope(s) of work and/or requirements of the project.

7. Describe any other efforts to provide special assistance to certified firms interested in participating in the project.

D. Soliciting Proposal/Quotes from Interested Certified Firms

You must solicit quotes in good faith from certified firms. Quotes, proposals and/or bids, from certified firms shall not be rejected without sound justification.

8. List certified firm(s) that submitted quote(s) for the project, and include copies of all quotes received. If any quotes from certified firms were rejected provide an explanation as to why. (Attach additional pages if necessary)

Name, Phone & Address of Contact Person at Certified Firm	Work Quoted / Explanation for Rejecting Quote

9. Please include all other comments you want Milwaukee County to consider. (Attach additional pages if necessary)

NOTE: The information requested above is the minimum information required.

AFFIDAVIT OF CERTIFICATION

The undersigned, being duly sworn, deposes that he/she has examined and carefully prepared this Certificate of Good Faith Efforts and has verified that the information given in this certificate is true and correct to the best of his/her knowledge and belief.

Signed: _____

Authorized Representative

Subscribed and sworn to before me:

This _____ day of _____, 20 ____.

Notary Public

My commission expires _____, 20 ____.

GUIDANCE CONCERNING GOOD FAITH EFFORTS

When Milwaukee County assigns a participation goal, you will make good faith efforts to meet this goal prior to submitting a bid or proposal in order to be responsive. You can meet this requirement in one of two ways. First, you can meet or exceed the goal with commitments for participation of certified firms. Second, even if you don't meet the goal, you can document adequate good faith efforts toward that end. This means that you must show that you took all necessary and reasonable steps to achieve the participation goal.

The County will make a fair and reasonable judgment as to whether you made adequate good faith efforts according to the following guidelines. It is important to consider the quality, quantity, and intensity of the different kinds of efforts that were made. These efforts should be those that one could reasonably expect you to take if you were actively and aggressively trying to obtain participation sufficient to meet the participation goal. Going through the motions by making a phone call or two to a firm that you think should qualify is not good faith efforts to meet the project requirements. The County's determination concerning the sufficiency of your good faith efforts is a judgment call and meeting quantitative formulas is not required.

The following is a list of types of actions the County considers as part of your good faith efforts. This isn't a mandatory checklist, nor is it all-inclusive. Other factors or types of efforts may be relevant in appropriate cases:

1. Solicit, through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices), all certified firms who have the capability to perform work on the project. Get the solicitation(s) out with enough time for them to review and respond. Be sure to record who you sent information to, and how/when they verified their interest in the project.
2. Select portions of the work to be performed by certified firms in order to increase the likelihood that the participation goal will be achieved. This includes, where appropriate, breaking out contract work items into smaller pieces, even when you might otherwise prefer to self-perform the work.
3. Provide certified firms with timely, accurate and complete plans, specifications, and requirements of the project to assist them in bidding/quoting.
4. Negotiate in good faith with certified firms.
 - a. It is your responsibility to make a portion of the work available to certified firms and to select that work based on the available certified firms. Evidence of such negotiation includes the names, addresses, email, and telephone numbers of certified firms that were considered; a description of the information provided regarding the plans and specifications for the work selected for contracting; and evidence as to why agreements could not be reached for certified firms to perform the work.
 - b. A bidder/proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including certified 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 certified firms is not sufficient reason for your failure to meet the participation goal.** Also, self-performing work does not relieve you of the responsibility to make good faith efforts. You are not required to accept higher quotes from certified firms if the price difference is excessive or unreasonable.
5. Do not reject certified firms as being unqualified without sound reasons based on a thorough investigation of their capabilities. Your standing within the industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in your efforts to meet the project goal.

6. Effectively use the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations to provide assistance in the recruitment and placement of certified firms.

In determining whether you have made good faith efforts, the County may take into account the performance of other bidders/proposers in meeting the contract goal. For example, when you fail to meet the contract goal, but others meet it, the County may raise the question of whether, with additional reasonable efforts, you could have met the goal. If you fail to meet the goal, but you meet or exceed the average participation obtained by other bidder/proposers, the County may view this, in conjunction with other factors, as evidence of you having made good faith efforts.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

ADDITIONAL INFORMATION & REQUIREMENTS:

1. The Directory of Certified DBE firms eligible for credit toward the satisfaction of this project's DBE goal will be found at the following link, and can be searched by Name and/or NAICS code.
<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
2. **CONTRACT ADJUSTMENTS:** The successful Bidder/Proposer will maintain the approved DBE participation level during the term of the contract with the County, including any additional work on the contract, e.g., change orders, addendums, scope changes, etc. Contract adjustments shall include proportional DBE participation.
3. **WRITTEN CONTRACTS WITH DBEs:** The County requires that the successful Bidder/Proposer enter into contract, directly or through subcontractors, as stated in this form. Agreements must be submitted to the County within 7 days of receipt of the Notice-To-Proceed. By executing this commitment, you are certifying that you have had contact with the named DBE firm and that they will be hired if awarded the contract by the County. VIOLATION OF THE TERMS OF THIS COMMITMENT IS GROUNDS FOR TERMINATION OF YOUR CONTRACT.
4. **SUBSTITUTIONS, DBEs SUBCONTRACTING WORK, TRUCKING FIRMS:** The successful Bidder/Proposer must submit written notification of desire for substitution to the DBE affected, and send a copy to the County, stating the reason(s) for the request. The DBE will have five (5) business days to provide written objection/acceptance of the substitution. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by the County. Approval must be obtained from the County prior to making any substitutions. DBEs are also required to notify and obtain approval from the County prior to seeking to 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, the commission or fee will be counted for DBE crediting.
5. **REQUESTS FOR PAYMENT:** The successful Bidder/Proposer must indicate on the Continuation Sheet (AIA form G703, or equivalent) the work being performed by DBE by either a) placing the word "DBE" behind the work item or b) breaking out the work done by DBEs at the end of the report. The successful Bidder/Proposer shall notify DBEs of the date on which they must submit their invoices for payment.
6. **DBE UTILIZATION REPORTS:** The successful Bidder/Proposer will enter payments to subs and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments made during the preceding month and will include zero dollar (\$0) entries where no payment has occurred.

**If you have any questions on forms or related to Milwaukee County's DBE Program, please contact
CBDP Compliance Team / cbdpcompliance@milwcnty.com / 414.278.4747**

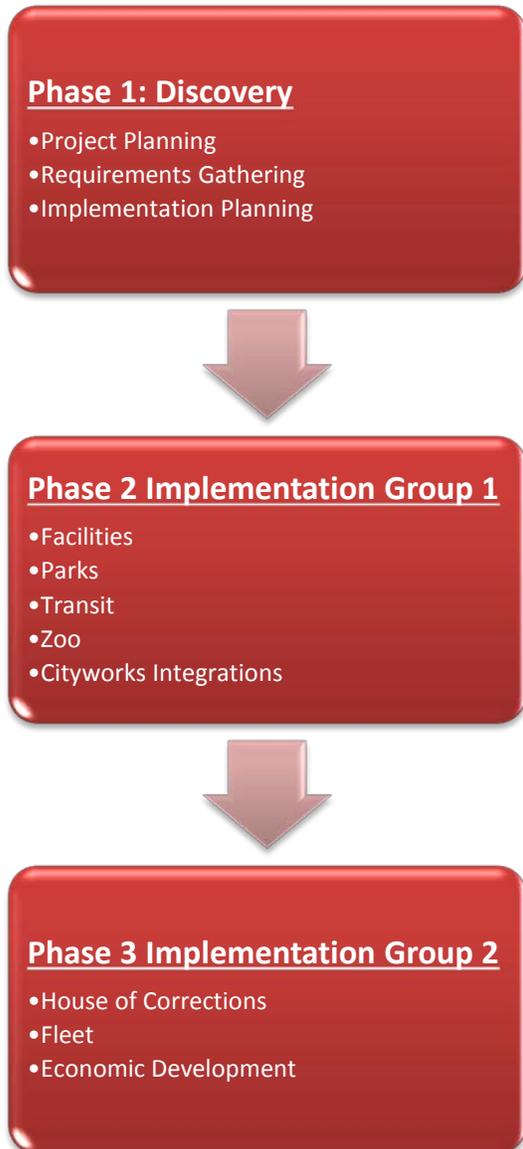
Exhibit B
Contractor's Proposal Response dated January 19, 2016



APPENDIX A – SCOPE OF WORK

This appendix contains the sample scope of work developed for the Milwaukee County Enterprise Cityworks Implementation as requested in the RFP. As stated in the technical proposal, you will find the referenced tasks in this work plan.

APPENDIX A – PROJECT SCOPE OF WORK



PROJECT DELIVERY

This section contains the project delivery approach and details the POWER team is proposing for the implementation of an enterprise integrated Cityworks solution at Milwaukee County. This project delivery plan includes the following:

- A description of the overall project approach that defines the methodology and best practices that will be used to successfully deliver the final solution.
- An outline of all project tasks and activities with objectives, deliverables, responsibilities and assumptions.
- A preliminary project schedule providing a guideline for project planning and expectations.

PROJECT APPROACH

POWER recommends using a phased approach for this project that begins with a comprehensive Discovery phase followed by two successive implementation phases. Phased project approaches are a software industry best practice and allow project teams to split large, complex projects into smaller iterations or releases. These smaller releases are easier to understand, easier to communicate with stakeholders and easier to manage. The overall benefits of this approach include:

- **Quicker Return on Investment:** The County will start receiving the system benefits earlier as opposed to waiting for a single release that furnishes all requirements.
- **Lower Risk on Initial Deployment:** The initial deployment for a major system like this is can be difficult. Reducing the scope for the initial rollout will reduce risks due to the decreased complexity.
- **Increased on-site knowledge and expertise:** Multiple releases (or phases) allow the team to gain valuable on-site knowledge and build a core team of users or experts that can help guide successive deployments.

POWER recommends three phases for the Asset Management System project at the County. **The exact composition of the three phases will be finalized during the initial project discovery and design sessions. The final arrangement of the three phases may be adjusted as agreed to by the County and POWER in order to accomplish the project's goals within the time, personnel and environmental constraints of the project.**

For the purposes of clarity, the remainder of this Statement of Work will assume the three phase break down of the discovery, departmental deployments, and integrations will be accomplished as described below.

Phase 1: Discovery

The Discovery phase of this project will set the stage for the successful Cityworks deployment at Milwaukee County. The Discover phase is critical, as it provides the combined County/POWER project team with a common understanding of the current state of asset management practices in each department and a common vision for how Cityworks will be utilized to enhance the asset and work management activities throughout the County. This synthesized image is accomplished through departmental business process reviews, workshops, project planning activities and written documentation. The end-result is a detailed implementation plan that outlines the execution and deployment of Cityworks. The Discovery phase tasks include the following items:

Discovery Phase Tasks:

- Project Kick-Off and Stakeholder Engagement
- Project Management and Change Management Planning
- Cityworks System Architecture and Environment Planning
- GIS Data Review, Requirements and Modeling
- Business Process and Requirements Workshops and Documentation
- Integration Analysis and Requirements Gathering
- Mobile Field Client Requirements
- Implementation Planning

Phase 2: Implementation Group 1 (Facilities, Parks, Transit, Zoo)

Phase 2 begins the Cityworks deployment to individual departments. These deployment efforts are focused on those functional areas with the largest end-user base and maintenance activity. It will also implement some key system integrations that ensure current and accurate data is available to end users. The approach ensures that initial workflow analysis captures some of the key business processes at the County and builds internal system knowledge to key business users. The following departments and integrations are suggested for phase 2.

Functional Areas Covered in Phase 2:

- Facilities
- Parks
- Transit
- Zoo

Integrations Covered in Phase 2:

- Employee Data Integration: Cityworks and Oracle, Cityworks and Ceridian Dayforce
- Document Management Integration: Cityworks and OnBase
- Work Order Integration: Cityworks and VFA

Phase 3: Implementation Group 2 (HOC, Fleet, Economic Dev)

The third phase of the project brings the remaining departments on line. This approach allows for a measured expansion of the user base and databases while the initial users are getting accustomed to the system. Lessons learned during the initial deployments can be used during this phase and existing users can assist with support and training. The following functional areas will be deployed during phase 3.

Functional Areas Covered in Phase 3:

- House of Corrections
- Fleet
- Economic Development

PROJECT TASKS AND ACTIVITIES

This section details the project tasks and activities that will be needed to successfully deploy Cityworks AMS at Milwaukee County as their Asset Management System.

TASK SERIES

Project Management

- 0.1 Project Supervision

Phase 1: Discovery

- 1.1 Project Planning and Kickoff
- 1.2 System Architecture Review and Environment Planning
- 1.3 GIS Data Requirements and Modeling
- 1.4 Business Process and Requirements Workshops
- 1.5 Integration Analysis and Requirements
- 1.6 Mobile Field Client Requirements
- 1.7 Service Request Website Requirements
- 1.8 Implementation Planning

Phase 2: Implementation Group 1

- 2.1 Base Software Installation
- 2.2 Detailed Requirements Workshops
- 2.3 GIS Data Development
- 2.4 Cityworks Configuration
- 2.5 Interface Design and Development
- 2.6 SR Website Configuration
- 2.7 Reports and Analytics
- 2.8 System Review
- 2.9 Training
- 2.10 Testing
- 2.11 Deployment
- 2.12 Support

Phase 3: Implementation Group 2

Follows the same tasks as above implementation phase with the exception of task 2.5 Interface Design and Development.



PROJECT MANAGEMENT

TASK 0.1 PROJECT SUPERVISION

Project management will ensure proper communication and scheduling of work between the County and POWER during the project. POWER's project manager will provide project oversight including scheduling and conducting project calls and project schedule updates to the County. These activities will facilitate communication between POWER and the County's project manager as well as other team members, and ensure that the project schedule and deliverables are met.

POWER believes very strongly in a collaborative approach to project management. Thus, the POWER team will work very closely with the County's project team to effectively plan and manage the project. POWER has deep experience in the delivery of Cityworks and other software implementation projects. The County's project team most likely also has deep experience in project delivery and just as importantly has knowledge of the people, systems, and culture present at the County. The combination of the County's and POWER's expertise is essential in defining a project implementation plan that will provide the best results for the implementation of the integrated Cityworks solution at the County.

POWER's project manager will be responsible to confirm the quality of all deliverables. The POWER project manager will make sure that all deliverables have the appropriate level of quality control before delivery to the County.

While not on-site, communication among the combined POWER/County project team is continued through phone, email, and web meetings. POWER will maintain a list of action items and issues, including assignments and due dates, and will hold weekly or biweekly project web meetings. During these meetings, the action items are reviewed and resolution steps are defined. These meetings are crucial to ensuring that the project keeps moving forward on schedule.

POWER will assist the County appointed project manager on other documentation that is required by the County's processes, such as communication and risk management plans.

Following acceptance of the system, a project wrap-up meeting will be conducted to evaluate the success of the project and to identify the next steps that the County should consider as their Cityworks implementation continues to evolve.

Task Deliverable(s):

- Project schedules
- Weekly action item lists and status meetings
- Assistance with County's project management documents



PHASE 1: DISCOVERY

TASK 1.1 PROJECT PLANNING AND KICKOFF

POWER and the County will participate in a project kickoff meeting on-site at the County. The project kickoff meeting will provide a forum to familiarize project stakeholders with the goals and objectives of the project, review the statement of work and planned deliverables, review the preliminary project schedule and start planning the overall implementation and deployment approach for the Cityworks products. County staff will share knowledge about the County's current and future-state asset management and work order environment, business processes, IT and operational environment, and strategic business goals to ensure that there is a synchronized vision for the project and a sound implementation strategy to support that vision.

This kick-off meeting will also provide a forum for developing a sound project management plan for the remainder of the project. A project management plan will be developed to guide the execution, monitoring, controlling and closure of this project. The plan will be of sufficient detail deemed appropriate by the project team. At a minimum the plan will contain or identify the following:

- Scope baseline and scope management plan
- Schedule baseline and schedule management plan
- Communication management plan
- Configuration management plan
- Change management plan

Task Deliverables:

- Kickoff workshop
- Updated project schedule
- Project Plan

TASK 1.2 SYSTEM ARCHITECTURE REVIEW AND ENVIRONMENT PLANNING

During this subtask, POWER will lead two system environment workshops at the County. The County and POWER will first review the current Cityworks implementation that has been completed for the Department of Transportation. Special attention will be given to reviewing configuration details and settings that will impact the planned Cityworks expansion. A second workshop will be held to review the existing hardware and software systems that will be needed to support the deployed system. POWER and County IT staff will jointly review the hardware and software environment and design the target environment for the new system. This will include defining environments for development, test/training, and production usage.

As part of this task, POWER will create a System Environment document that will encompass all components necessary to support the Cityworks implementation. This document will contain both diagrams

and system specifications including servers, operating systems, browsers, virtual machine specifications, and software (including versions for SQL Server, Cityworks, and Esri).

Task Deliverables:

- Existing Cityworks system review workshop
- Hardware and software planning workshop
- System Architecture requirements document

TASK 1.3 GIS DATA REQUIREMENTS AND MODELING

During this task POWER and the County will analyze each department's GIS data to determine its fit for effective asset and work management within Cityworks. The focus during this Discovery phase task will be on the additions, modifications, and deletions to the schema as well as any required data collection or modification tasks. As part of this task POWER will create a GIS requirements document that will outline the specific data model changes needed to support the County's GIS and asset management goals.

Task Deliverables:

- GIS data review and planning workshop
- GIS requirements document

TASK 1.4 BUSINESS PROCESS AND REQUIREMENTS

A fundamental task of the Discovery phase is the evaluation of existing business processes and future requirements. This task series utilizes two main components to accomplish this undertaking.

Core Team Cityworks Introduction

The effectiveness of the Requirements workshops will be enhanced if the County's core team has a good understanding of the functionality and capabilities of the Cityworks product suite. To give the team this knowledge, POWER will conduct a lecture style training course for the core team.

This half day course is intended to give the County team a solid understanding of the Cityworks product suite so that they can better understand the configuration decisions being made at the Requirements workshops.

Business Process Analysis and Requirements Process

POWER will facilitate a series of requirements workshops at which the project team will gather requirements for the key work management activities of each County department/section for which the solution is being deployed.

The POWER team will review any workflow information that the County has previously documented and based on that information will create draft to-be process documentation that clearly captures the role of Cityworks in these processes.

POWER utilizes Visio swim lane diagrams to document business processes. These diagrams deconstruct business processes into individual steps. For each step, the following information will be gathered:

- ✓ the initiating event (e.g. a phone call)
- ✓ the work performed (e.g. install a new water meter)
- ✓ the person or role who performs the work (e.g. meter technician)
- ✓ the systems used to perform the work (e.g. Cityworks or manual labor)
- ✓ the manner in which the process moves to the next step (e.g. submit digital work order to field technician)

Following and initial review by the County, POWER will conduct workshops with the County to review, confirm, and update these to-be business processes. This approach maximizes the value of the workshops and allows the team to focus on the path forward, aligning the Cityworks software with industry best practices and the County's unique business needs.

Task Deliverables

- Software overview training
- Facilitation of business process and requirements workshops
- Business process analysis documentation

TASK 1.5 INTEGRATION ANALYSIS

The full value of the implementation of any CMMS system is only realized if it is integrated to the other systems that a County uses to conduct its business. The County has indicated it desires to integrate Cityworks with the following systems:

- Oracle HR data supporting employee information
- Ceridian/Dayforce software supporting employee data
- VFA
- OnBase

Through past experience in developing integration between external systems and Cityworks, POWER understands the details required to develop interfaces to these systems. POWER will utilize this strong background to analyze the potential interfaces and advise the County on the feasibility and usefulness of the candidate interface points.

The County and POWER will hold Interface Requirements Workshops to analyze the potential integration points between Cityworks and each external system. During the workshops POWER will describe and

demonstrate potential integration points while the County provides functional and technical details on current external systems.

Working with the County, POWER will develop an Interface Requirements document for each of the identified integrations. This document will describe the use case scenarios and functional requirements that must be met by the interface. The requirements document will include:

- General interface requirements
- Interface scenarios or use cases that must be met by the interface
- Timing and frequency requirements
- Reporting requirements
- Error handling requirements
- System administrator requirements
- Cityworks configuration requirements
- Testing and deployment requirements
- Known functional limitations

Integration Architecture and Environment Planning

After defining the requirements of each interface, POWER will work with the County to define an integration architecture that will most effectively manage all interfaces. The workshops will involve discussions about integration tools (e.g. APIs, web services, and message busses), development platforms and languages, and demonstrations of the Cityworks APIs and web services.

POWER has utilized many different technologies to facilitate integration points, including messaging middleware and point-to-point methods, using technologies such as database level procedures, web services, and APIs. POWER will work with County staff to determine the best methods to use for the interfaces defined for this project.

These workshops will also be used to determine the hardware, software and network infrastructure that will be required to support the development, testing, training, and production environments required for this Cityworks implementation.

Integration Development Plan

Following the definition of the integration requirements and documentation of the integration architecture, POWER will re-estimate the level of effort and costs to implement the interfaces. POWER will work with the County to rank and prioritize all the potential Cityworks integration points. It might be the case that all envisioned interfaces cannot be developed within the budget and schedule constraints of the project. POWER will work with the County to develop an integration plan for those interfaces the County decides should be part of this project. The plan will define the roles and responsibilities for the integration, split between the County, POWER and third-party product experts. The plan will also include estimated timeframes and

dependencies. If the level of effort and cost to implement has increased, a change order will have to be enacted.

Task Deliverables:

- Integration requirements documentation
- Integration architecture document
- Integration development plan

TASK 1.6 MOBILE FIELD CLIENT REQUIREMENTS

Cityworks has a number of options for field deployments. The precise products to use depend on the network connectivity in the County's service territory and on the functionality required by each County department/section. High-level requirements for field access will be identified during the business process review workshops. The POWER team will then conduct mobile solution workshops with the County to capture more detailed mobile field application requirements. Different user roles in the field will have different requirements for field applications. For example, crews performing maintenance operations on park structures will have different requirements than personnel responsible for the house of corrections. The network bandwidth available throughout the County service territory will be a big contributing factor to field configuration, as will the GIS requirements of each user group. As part of this project the County should undertake a survey of the connectivity bandwidth to determine the feasibility of deploying a web based mapping application in the field.

Once the mobile requirements have been defined, POWER will work with the County to create a mobile deployment plan. This plan will clearly articulate the mobile products to be used by each group of field users to satisfy the business process requirements. The plan will also describe the steps necessary to implement the integration and will thus feed into the integration architecture and the implementation plan that are primary deliverables of the Discovery phase.

Task Deliverables:

- Facilitation of mobile solution design workshop
- Mobile Deployment Plan

TASK 1.7 POWER SERVICE REQUEST WEBSITE REQUIREMENTS

The County has identified a large number of users that will initiate request for service within each of the participating departments. These 'Service Requestors' will most commonly not require full Cityworks functionality and need a simple and efficient way to initiate a Cityworks service request. The POWER Service Request website is an application built using the Cityworks API that gives casual users a simple method to enter service requests without requiring extensive Cityworks

configuration, or training. This task series consists of two main components during the Discovery phase.

Requirements Workshop

POWER and the County will participate in requirements workshop to discuss the overall implementation and deployment approach for the implementation of the web site and collect the web site requirements.

At this meeting, POWER will demonstrate an existing web site and identify the configuration items that must be decided upon by County staff. The list includes the following:

- Web page format
- Text for all web pages
- Required contact information fields
- Cityworks domains and service requests for web site
- GIS feature classes for site identification, if applicable
- ArcGIS Server map services and address locators or third party services
- Software versions for Cityworks, ArcGIS, Database, IIS and browsers
- Server names and configuration

Since the SR website is developed by POWER, there is the opportunity to introduce new functionality that the County feels is needed to support their end-users. During the workshop any requested application enhancements will be documented. A cost for these enhancements will be provided to the County and if acceptable the changes will be made via the change request mechanisms put in place for the project.

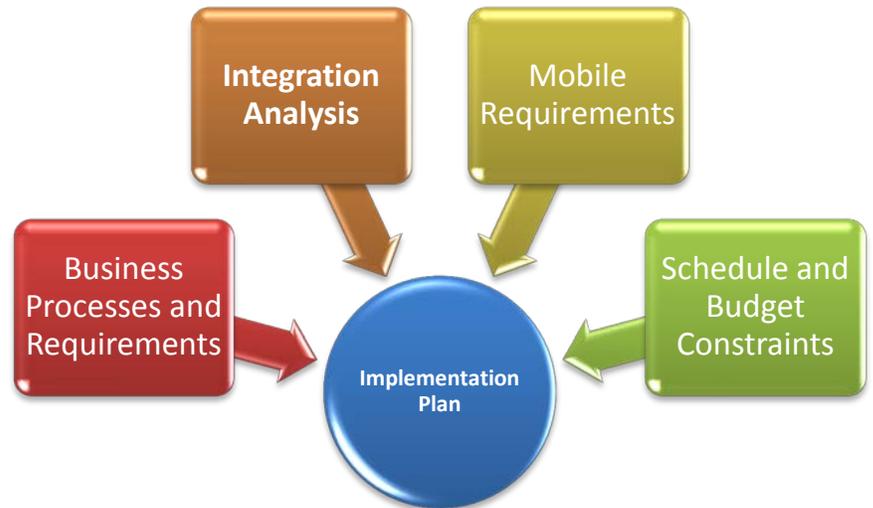
Website Configuration Specification

Following the configuration workshops, POWER will prepare a configuration specification for the County. This specification will contain a description of the web site and configuration decisions. POWER will deliver the configuration specification to the County for review and perform one set of updates to create the final specification.

Task Deliverables:

- Service request website workshop
- Service request requirements document

TASK 1.8 IMPLEMENTATION PLANNING



A comprehensive implementation plan is critical for a successful project. All Discovery Phase activities will contribute to the implementation plan.

The POWER team will conduct an implementation planning workshop with the County's core team. In advance of this workshop, POWER will put together a draft implementation plan that lays out a phased implementation approach. The plan will also describe the rationale for the content and sequencing of the phases. At the workshop, POWER will present the draft plan and will work with the County team to refine this plan. The project team will also discuss the training and testing approaches and incorporate this information into the overall plan.

As stated previously, the departmental make up and selected integration options will not be fully known until all requirements are gathered. A key exercise of the implementation planning process is to use the information gathered during all the Discovery phase activities to solidify the County's asset management vision and priorities. The implementation phases as listed below and as part of the implementation plan will either be confirmed or altered during this process.

Proposed Implementation Phases:

Phase 2 – Implementation Group 1

- Park Department
- Facilities Department
- Transit
- Zoo
- Cityworks Integrations

Phase Three – Implementation Group 2

- House of Corrections
- Fleet
- Economic Development Department

Task Deliverables:

- Implementation project plan



IMPLEMENTATION PHASES

PHASED IMPLEMENTATION APPROACH

POWER recommends a phased implementation approach. During the development of the implementation plan, POWER and the County will jointly define the user groups affected and the business processes implemented within each phase. For the purposes of estimating this project, POWER has assumed that the complete functionality will be deployed in two phases.

Each phase will follow POWER's standard implementation methodology, which is described in the following task series.

TASK 2.1 BASE SOFTWARE INSTALLATION

During this task, POWER will prepare a base Cityworks development environment that will be used to support all initial configuration and development. This environment will be based off the recommendations and specifications documented during the Discovery phase and will contain the components of the existing Cityworks environment as deemed appropriate in the overall system design specifications.

The software installed will include Cityworks prerequisite software, Cityworks Server AMS and Crystal Reports. Working with the County's GIS staff, POWER will design and publish the map services consumed by Cityworks.

Following the installation of the software components, POWER will test the system configuration to verify that it's working correctly.

Task Deliverables

- Functioning Cityworks Server development environment

TASK 2.2 DETAILED REQUIREMENTS WORKSHOPS

The information gathered during the Discovery phase of the project will provide enough information for POWER to start the configuration of Cityworks to meet the business requirements. POWER will configure Cityworks in the development environment. This configuration will only contain a subset of the final required configuration elements, but functions as a great basis and demonstration system for the detailed requirements workshops. At these workshops, POWER will work with the County team to gather detailed configuration information such as employee logins, employee groups, material libraries, equipment libraries, work order templates, service request templates, inspection templates, table codes and custom fields. The information gathered in the requirements meetings will be used by POWER consultants to configure the Cityworks database in the project's development environment.

As part of this task, the County will provide POWER copies of all hard copy artifacts that are currently used during the course of work. This includes work order, service request and inspection forms, copies of all reports, and screen shots of legacy systems. POWER will scan and catalog all artifacts. POWER will then review all artifacts and provide a mapping of each document and each data field on each document to the location of that data in the future Cityworks integrated system.

POWER will develop a Configuration Specification document based upon information discovered during the workshops. This document will address the following:

CONFIGURATION REQUIREMENTS

Users Groups	Work Orders
Service Requests	Project Hierarchy
Cityworks System Preferences	Work Order Tasks
Cityworks Domain Security	Reporting
Asset Identifiers	Work Order Valid Values
Print Templates	Service Request Valid Values
Street Names	Employee Hierarchy
Inspections	Storeroom Requirements
Geocoding Services	Map Services

This document is augmented with spreadsheets for collection of employees, materials, equipment, labor, contractors, projects and tasks.

Task Deliverables

- Cityworks configuration requirements workshops
- Draft and Final Configuration Specification Document. The document will be updated as appropriate for each successive phase of the project and includes specifications for Cityworks AMS and any Cityworks add-on components identified during the Discovery phase (e.g. Storeroom).

TASK 2.3 GIS DATA DEVELOPMENT

The GIS Database Development task will build off the GIS requirements identified during the Discovery phase, to design, develop and deploy the geodatabase infrastructure and maintenance procedures required to support the asset management business processes at the County.

Geodatabase Design Workshops and Specifications

As part of this task POWER will facilitate geodatabase design workshops to determine the geodatabase structure, organization, and standardization. Special attention will be given to the development of GIS data maintenance strategies and procedures to help define the data ownership, responsibilities and processes needed to increase and manage

each department's GIS data. GIS data gap analysis will be performed to determine data collection needs. The results from these workshops will be captured in a Geodatabase Design and Maintenance Specification.

Geodatabase Development, Testing and Deployment

The geodatabase design specifications will then be used as a guide to develop the geodatabase schema and structure. Esri geodatabase feature classes, object class and required relationship classes will be created as needed to support the asset management business processes. Following initial development testing, the geodatabase modifications will be deployed to the appropriate testing environment. A series of review meetings will be held via conference calls and web meetings to present the results. Requested changes will be made in order to gather final geodatabase approval by the County. A technology transfer web meeting will be held with the County GIS staff to review the final geodatabase structure. POWER consultants will then support the County as they deploy the geodatabase changes to the Production environment.

Task Deliverables

- Geodatabase design specification workshop
- Draft and final geodatabase design specification
- Geodatabase database model deployed to the Development and Testing environments to support Cityworks business processes as identified during the Discovery phase

TASK 2.4 CITYWORKS CONFIGURATION

Based on the requirements gathered and documented during the detailed requirements tasks, POWER will perform an initial configuration of the application for the appropriate departments during each implementation phase. The information entered into the system typically includes employees, materials, equipment, work order templates, problem codes, material vendors, suppliers, account practice and inventory levels.

A key part of the configuration process is the customization of the Cityworks web application. The product provides great out-of-the box mechanisms (XML configuration files) to configure the contents of the service request, work order, and inspection screens. Through these mechanisms POWER will configure the web site to only show those functions of the Cityworks application that the County will be using and where feasible will alter terminology to reflect terms that County personnel currently use. In addition to the standard Cityworks mechanism of XML configuration files, it is possible to customize the web site via embedding custom HTML and JavaScript functions. Any such changes would be developed under the change request mechanism set up for the project.

Configuration QA/QC

Upon completing the initial Cityworks configuration activities, POWER will perform a thorough test against the configured database. The testing

will include both functional testing of each configured aspect of the system, as well as end-to-end testing of the business processes. Issues related to the configured Cityworks software will be addressed during this task.

Task Deliverables

- Configured Cityworks system

TASK 2.5 INTERFACE DESIGN AND DEVELOPMENT**Interface Design Workshops and Documentation**

The County and POWER will hold Cityworks Interface Design Workshops to determine the detailed design of each interface that was chosen for implementation during the Discovery Phase integration workshops. Working from the approved Requirements Specification, POWER and the County will develop an Interface Design document for the integration. This interface specification document elaborates on those requirements and covers “how” the system will be built to satisfy the requirements. The design document will include:

- Detailed field mapping of external data fields to Cityworks data fields
- Description of the interface architecture with references to the interface mechanisms, technology, environment and databases
- Interface design specifications that describe the functional components, scripts, code and stored procedures.
- Description of configurable parameters of the interface

POWER will then deliver this Design Specification to the County for review and perform one set of updates to create the final specification.

Interface Development

Based on the interface design documents, the interfaces will be developed and tested. The actual development could be performed by POWER or by a combination of POWER and County resources. In most engagements, POWER develops the Cityworks side of the interface and the client develops the external system side of the interface.

POWER will review the progress of the interface during web-meetings to present the working interface components on the County’s environment. This exercise will solidify the installation and deployment process as well as provide feedback to the County prior to final testing. Any issues related to the interface will be rectified prior to final testing.

The completed interface will be installed in the County’s test environment where the County will perform final acceptance testing. The County will review and test the interface before the final deployment utilizing the initial use cases as a base for testing. Issues related to the interface identified during the acceptance testing activities will be rectified prior to final system deployment.

Interface Deployment and Documentation

Prior to deployment POWER will create an integration technical guide. The document presents a high level overview of the interface including the major components, databases and tables along with installation requirements and instructions. A configuration section is also provided to guide overall administration of the interface.

POWER will then support the County in the final installation of the integration to the Production environment. The County will take the lead role in this deployment with POWER playing a supporting role.

Task Deliverables

- Interface Requirements Workshop
- Interface Requirements Document
- Interface Design Document
- Interface Check-Point Demonstrations
- Interface Technical Guide
- Developed Interface

TASK 2.6 SERVICE REQUEST WEBSITE CONFIGURATION

This task will configure and deploy the Service Request website as defined during the Discovery phase.

Website configuration

The first task will be to configure the website based on the identified requirements. This activity will take place on the County's server. This environment must be identical to the target production environment. County IT staff must ensure that proper firewall and other security considerations are addressed. The County also will provide remote access to this test environment for POWER staff.

Unless the third party maps are used, the web site requires access to ArcGIS Server map and locator services. The County will be responsible for creating and publishing these services. This is a very important task and the County must take great care to develop services that perform efficiently.

Web Site Testing

After configuring the web site, POWER will set up a web conference with County project staff to review the site. The County will then perform required user acceptance testing and provide suggested change back to POWER. The site will then be updated based on this acceptance testing feedback and prepared for final deployment.

Production Deployment

As part of the production deployment POWER will prepare a technical administration guide for the web site and present this document during a technology transfer web meeting with the County. POWER will work

with County staff to transition the web site to the production environment. This effort will be led by the County with POWER playing a supporting role.

Task Deliverables

- Configured website in the development environment
- Completed website enhancements
- Web site review (web meetings)
- Web site technical administration guide
- Support County led installation into production environment

TASK 2.7 REPORTS AND ANALYTICS

The County has identified the need for both high level reports to provide simplified views of Cityworks data as well as comprehensive management analytics. The exact content and design has not been determined. Development of these reports will require a detailed design specification, testing and production roll-out plan to be successful. POWER has developed the following series of tasks to assist the County in identifying a complete design specification and report development during each phase of the project

Report Requirements

The County and POWER will capture reporting requirements at the Business Process and Configuration Requirements workshops during each phase of the project. Prior to the meeting, the County will provide POWER with a sample of existing reports that are anticipated to be needed during project deployment. Special attention will be given during these workshops to gather and analyze the functional use of existing reports and the future daily/weekly/annual reporting requirements. POWER and the County will discuss and identify the best delivery method for the reporting results (e.g. hard-copy, Cityworks dashboards, and data warehouse options). This information will be used to derive the reporting specifications that will identify data sources, report frequency, style and format. POWER will use the description to develop a specification for each report. POWER will then deliver this Report Specification to the County for review and perform one set of updates to create the final specification.

Report Development

POWER will use the report specifications to begin development of the reports. These reports will be created and initially deployed to the development environment as designated by the County. The County will be responsible for testing the reports, providing feedback for changes or adjustments and approving for final acceptance and deployment to production. (Note: As the complexity of individual reports can vary greatly and the specific reports to develop are unknown at this time, POWER has estimated a set bucket of hours for report development. After report design, the report development work will be re-estimated. If

the cost exceeds the budget, either a change order will be enacted or the County's staff can take on some of the report development.)

Task Deliverables

- Report specification documents
- Completed reports in the development environment

TASK 2.8 SYSTEM REVIEW

After completing the Cityworks system configuration, POWER will conduct a System Review session with the County. During these sessions POWER will walk the County through a review of the configured Cityworks system.

The review will be conducted in two different manners. The first will focus on the detailed information contained in the Cityworks application (e.g. employee groups and permissions). The second will focus on the usage of Cityworks in end-to-end business processes. Complete business processes will be simulated within the Cityworks system.

Any required changes identified during the system review will be applied to the system and documented in an update to the Cityworks Configuration Specification.

At the completion of this task, the Cityworks application will be ready for the next major stage of the project: core team training and acceptance testing.

Task Deliverables

- Configured Cityworks system
- Updated configuration specification

TASK 2.9 TRAINING AND DOCUMENTATION**Training Approach**

Training is a critical aspect of any project, especially one such as this, which introduces many new tools into the end users' daily jobs. POWER will work with the County to design a training program that is appropriate for this project. The training approach outlined below builds on the County's desire for a "train-the-trainer" methodology by developing a core team of Cityworks experts through a series of training, testing and support activities. The training for this project involves the following opportunities:

1. **Core Team Training**
2. **Soft Launch Training**
3. **Production Training**
4. **Administrator Training**
5. **SR Website Training**

Core Team Training

The first training opportunity will occur at the beginning of the Discovery phase and will provide an introduction to Cityworks software through instructor led demonstrations. The goal of this training will be to introduce participants to the full suite of Cityworks functionality including service requests, work orders, and inspections to provide the background necessary to understand the configuration decisions being made at the Requirements workshops.

Soft Launch Training

The second opportunity to build the core training team will be at the beginning of the acceptance testing period. Soft Launch training will be held for a core team of users from each department that will make up the testing and training team. These core users then perform the in-house acceptance testing of the system. This training will cover all aspects of Cityworks software required to perform the business processes outlined during the Discovery phase. This will be instructor led hands-on training.

Production Training

The third opportunity to form the core training team will be during the production training. This training will follow the system acceptance testing and occur just prior to production roll out.

These are departmental role based training sessions meaning that they are held separately with each department so that training topics, materials, and work flow examples can be tailored to the specific business process needs of the end-users. POWER has found that in an environment where we are introducing new technology, software and business processes it's important to provide role based training that covers the specific tasks needed to perform daily work. This is much more effective than topical training which is often hard for end-users to relate back to their daily work.

POWER will work with each department to prepare training materials that are tailored to their department. The training materials will be used during the production training sessions as well as during the County led end user training session. This approach allows us to refine and fine-tune the materials prior to the County led training.

System Administrator Training

The final opportunity to develop a core team of Cityworks experts will be through the Cityworks system administrator training. This course is intended for the staff that will manage the configured Cityworks software. It will cover system and database administration issues such as software installation, user accounts, security, code table creation, service request, work order, and inspection templates, and resource (labor, material, equipment) hierarchies. The configuration and maintenance of Storeroom components will also be discussed.

SR Website Training Materials

The POWER website is intended to be an intuitive application that is self-explanatory for the users. As such, it does not require formal training sessions. Instead of training, POWER will provide a one-page training guide that the County can distribute to end-users as the site is deployed.

The table below shows the courses that will be provided and the duration of each course.

TRAINING PLAN		
SESSION	DURATION (PER CLASS)	TOTAL DAYS
Core Team Training	½ day	½ day
Soft Launch Training	3 days	6 days
Production Training	1 day	7 days
Administrator Training	1 day	2 days
Support County Led Training	TBD	TBD

Note: Based on the information provided by the County, we are assuming that there will be 35 total core users being trained (5 per department) over the two implementation phases. The county will be responsible for training the remaining end-users in each department. The exact breakdown of the final training sessions will be determined during development of the final scope of work.

DOCUMENTATION

POWER will provide the following documentation:

- Custom training slides
- Custom end-user guides for each department
- SR Website one page training guide
- System administrators guide
- GIS maintenance procedures

These will be delivered to the County in addition to the complete set of Cityworks and manuals that are provided by Azteca, which include:

- Software installation and configuration guides
- End user documentation

Task Deliverables

- ½ day of core team training (one session during discovery)
- 6 days of soft launch training (3 days per implementation phase)
- 7 days of production training (4 days in phase 2, 3 days in phase 3)
- 2 days of admin training (1 day per implementation phase)
- Documentation as noted above

TASK 2.10 TESTING

Testing Approach

As described in during the training section above, the project will employ a two phased testing and deployment approach; a soft launch to a small group of users, followed by a production launch to all users. The steps involved in this approach are described in the following subtasks

Prepare Test Cases

The first task during the acceptance testing will be to prepare the test cases. The business process diagrams and process documents will used as a starting point and simplified to provide the instructions necessary to perform acceptance testing. Step by step instructions and screen shots will be provided for a select few test cases and the remaining test cases simplified to basic steps. This approach assumes that the users will understand the basic functionality required to perform the test cases given the detailed instructions in a few processes.

Testing Plan

During this task POWER will develop a test plan the meets the project and County's requirements. This plan will contain those components necessary to fully evaluate the system as ready for production deployment. The plan content will typically include the following:

- Testing goals
- Testing team members and roles
- Testing schedule and process
- Testing procedures
- Defect reporting and tracking procedures
- Acceptance testing approval/sign-off forms

Soft Launch and Acceptance Testing

Cityworks initially will be deployed to a small group of core users. These core users will provide the in-house acceptance testing for the configured system and often serve as in-house 'trainers' for other users. These users will operate and test the software components being prepared for deployment during each phase of the project.

During this soft launch, the targeted users will utilize Cityworks to conduct their applicable job duties. Best results on previous projects have occurred when end-users actively participate in the soft launch by setting aside scheduled times to meet as a group and enter a portion of their normal work data into the new system. This measured parallel data entry approach allows the users to compare how work captured in the existing system compares to the newly configured system. POWER will assist with coordinating and facilitating the soft launch review sessions. The County will staff and designated County project manager will be responsible for capturing and tracking any defects and areas for improvement in the products' configurations.

The soft launch and acceptance testing performed under this task will encompass the entire configured system including integration and service

request web site. It is expected that all components will be thoroughly reviewed, tested, modified and accepted during this task.

The soft launch acceptance testing for each implementation phase will consist of two (2) two-week iterative sessions. Up to three (3) two-hour meetings will be held each week to support the core team with their testing.

Defects, changes and other issues will be captured in a configuration change list. At the end of each soft launch iteration the core team will review the change list and determine the modifications that should be approved. POWER will then modify the Cityworks configuration with the approved changes. Defects to the products themselves will be reported to the product vendors. Major configuration changes will be evaluated for future deployment.

At the end of the final acceptance iteration the core testing team and project stakeholders will meet to evaluate the system for production deployment with a formal approval, or identify the issues that need to be rectified to approve.

Task Deliverables

- Project test plan
- Project test cases to support business processes documented during the Discovery phase
- Soft Launch/Acceptance testing coordination and facilitation
- Remediation of identified minor defect and configuration changes

TASK 2.11 DEPLOYMENT

Production Deployment

Following training, a production launch of the integrated system will be performed. During this task, all of the accepted system components will be deployed to the production environment. POWER and the County will jointly develop a deployment plan that minimizes any system downtime to existing Cityworks users and ensure a timely deployment. The Cityworks interfaces will be switched over to the production environment during this task as well as the SR website and any other add-on or external required components.

End User Coaching

Immediately following the pre-production training during each phase of the project, two POWER trainers will spend several days working on-site directly with the users to answer questions and resolve issues. This face-to-face support during the first days of 'go-live' helps answer many of the initial questions and allows users to get comfortable using the software in a non-classroom setting. It is expected that time will be spent both in the office and in the field working with field crews and office staff. This coaching will be provided for all end-user deployments for

each of the project phases as outlined in the task deliverables section below.

Task Deliverable(s):

- Deployed Cityworks system
- 4 days of on-site coaching during phase 2
- 3 days of on-site coaching during phase 3

TASK 2.12 SUPPORT

Remote Support

Once the system has been rolled out and is being used, County staff will be responsible for frontline support. POWER will provide remote implementation support via phone and email to address configuration, implementation, or software installation matters that may arise.

Azteca Support

Once POWER's contracted support period is complete, the County will direct all support related questions to the Azteca support team.

On-Site System Review and Support

Following the production launch of the applications and after the software applications have been in use for approximately a month, the POWER team will conduct a Post Go-Live review. This will consist of two single-day sessions during which the project team will field questions and comments from the users. Where appropriate the project team will demonstrate the best means to handle the situations presented by the users. The field users should bring their own production hardware to the sessions so that they can get hands-on practice of the presented techniques. This session will be offered twice on back-to-back days in order to provide some scheduling flexibility for the field users.

Any required configuration changes that arise from this review will be implemented by County staff with assistance from the POWER team.

Task Deliverable(s):

- POWER will provide up to 40 hours of remote telephone, email and web support per phase
- Two-day system evaluation and support workshop

PROJECT SCHEDULE

This section shows the proposed project schedule for the Enterprise Cityworks Implementation. The following tentative schedule is based on the tasks and deliverables described in the Project Plan, which will be determined with Milwaukee County's review and approval upon initiation of the project as stated in the RFP.

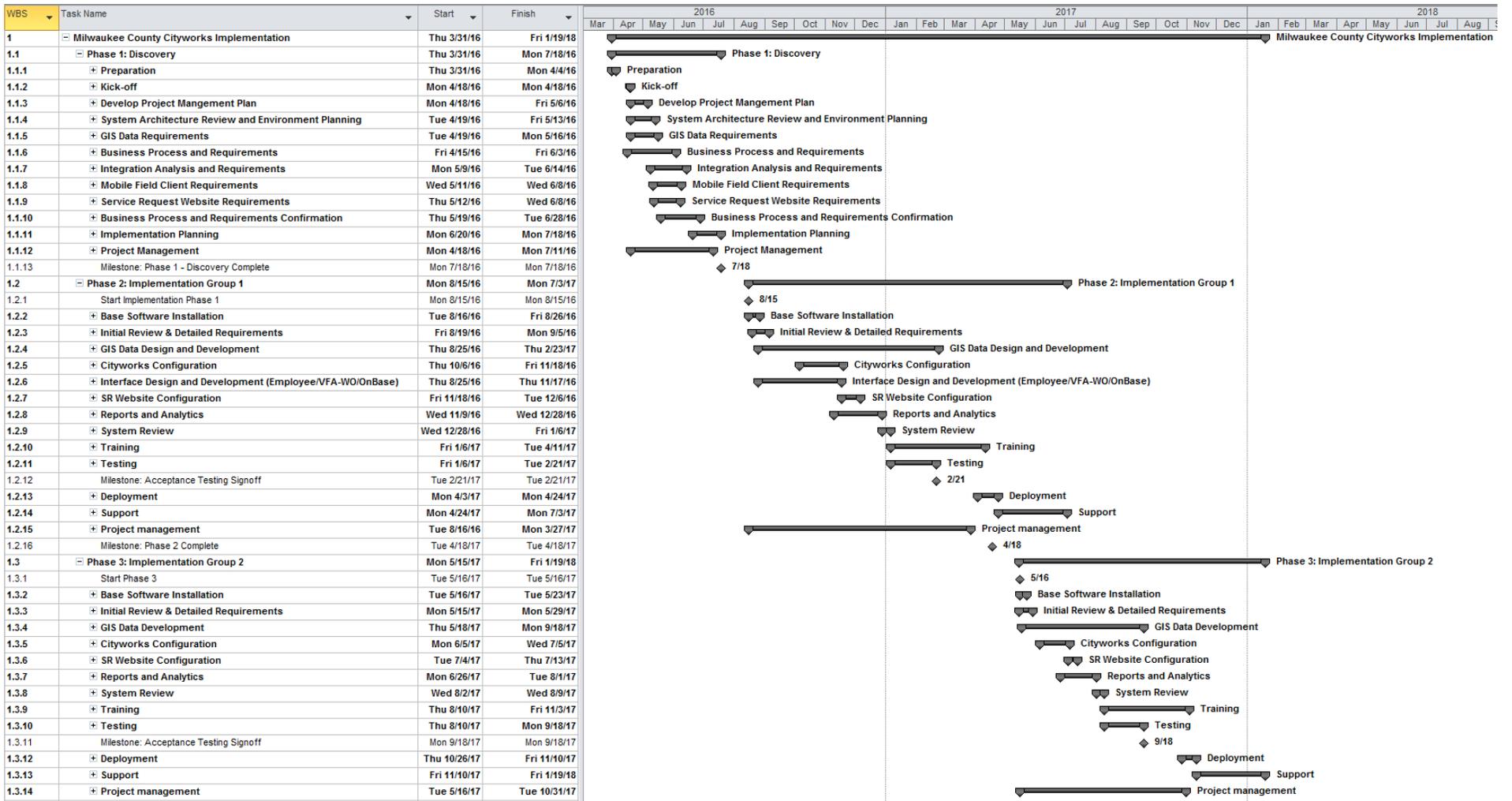


Exhibit C
Contractor's Statement of Work

EXHIBIT A – SCOPE OF WORK (REV C 4/25/2016)



PROJECT DELIVERY

This section contains the project delivery approach and task details the POWER team is proposing for the implementation of an enterprise integrated Cityworks solution at Milwaukee County. This project delivery plan includes the following:

- A description of the overall project approach that defines the methodology and best practices that will be used to successfully deliver the final solution.
- An outline of all project tasks and activities with objectives, deliverables, responsibilities and assumptions.
- A preliminary project schedule providing a guideline for project planning and expectations.

PROJECT APPROACH

POWER recommends using a phased approach for this project that begins with a comprehensive Discovery phase followed by two successive implementation phases. Phased project approaches are a software industry best practice and allow project teams to split large, complex projects into smaller iterations or releases. These smaller releases are easier to understand, easier to communicate with stakeholders and easier to manage. The overall benefits of this approach include:

- **Quicker Return on Investment:** The County will start receiving the system benefits earlier as opposed to waiting for a single release that furnishes all requirements.
- **Lower Risk on Initial Deployment:** The initial deployment for a major system like this is can be difficult. Reducing the scope for the initial rollout will reduce risks due to the decreased complexity.
- **Increased on-site knowledge and expertise:** Multiple releases (or phases) allow the team to gain valuable on-site knowledge and build a core team of users or experts that can help guide successive deployments.

POWER recommends three phases for the Asset Management System project at the County. **The exact composition of the three phases will be finalized during the initial project discovery and design sessions. The final arrangement of the three phases may be adjusted as agreed to by the County and POWER in order to accomplish the**

project's goals within the time, personnel and environmental constraints of the project.

For the purposes of clarity, the remainder of this Statement of Work will assume the three phase break down of the discovery, departmental deployments, and integrations will be accomplished as described below.

Phase 1: Discovery

The Discovery phase of this project will set the stage for the successful Cityworks deployment at Milwaukee County. The Discovery phase is critical, as it provides the combined County/POWER project team with a common understanding of the current state of asset management practices in each department and a common vision for how Cityworks will be utilized to enhance the asset and work management activities throughout the County. This synthesized image is accomplished through departmental business process reviews, workshops, project planning activities and written documentation. The end-result is a detailed implementation plan that outlines the execution and deployment of Cityworks. The Discovery phase tasks include the following items:

Discovery Phase Tasks:

- Project Kick-Off and Stakeholder Engagement
- Project Management and Change Management Planning
- Cityworks System Architecture and Environment Planning
- GIS Data Review, Requirements and Modeling
- Business Process and Requirements Workshops and Documentation
- Integration Analysis and Requirements Gathering
- Mobile Field Client Requirements
- Implementation Planning

Phase 2: Implementation Group 1 (Facilities, Parks, Transit, HOC)

Phase 2 begins the Cityworks deployment to individual departments. These deployment efforts are focused on those functional areas with the largest end-user base and maintenance activity. It will also implement some key system integrations that ensure current and accurate data is available to end users. The approach ensures that initial workflow analysis captures some of the key business processes at the County and builds internal system knowledge to key business users. The following departments and integrations are suggested for phase 2.

Functional Areas Covered in Phase 2:

- Facilities (with the inclusion of Aging and OPD)
- Parks
- Transit
- House of Corrections

Integrations Covered in Phase 2:

- Employee Data Integration: Cityworks and Oracle HR, Cityworks and Ceridian Dayforce
- Document Management Integration: Cityworks and OnBase
- Work Order Integration: Cityworks and VFA

Phase 3: Implementation Group 2 (, Zoo, Fleet, Economic Dev)

The third phase of the project brings the remaining departments on line. This approach allows for a measured expansion of the user base and databases while the initial users are getting accustomed to the system. Lessons learned during the initial deployments can be used during this phase and existing users can assist with support and training. The following functional areas will be deployed during phase 3.

Functional Areas Covered in Phase 3:

- Zoo
- Fleet
- Economic Development

PROJECT TASKS AND ACTIVITIES

This section details the project tasks and activities that will be needed to successfully deploy Cityworks AMS at Milwaukee County as their Asset Management System.

TASK SERIES

Project Management

- 0.1 Project Supervision
Task Series Assumptions and Responsibilities

Phase 1: Discovery

- 1.1 Project Planning and Kickoff
- 1.2 System Architecture Review and Environment Planning
- 1.3 GIS Data Requirements and Modeling
- 1.4 Business Process and Requirements Workshops
- 1.5 Integration Analysis and Requirements
- 1.6 Mobile Field Client Requirements
- 1.7 Service Request Website Requirements
- 1.8 Implementation Planning
Task Series Assumptions and Responsibilities

Phase 2: Implementation Group 1

- 2.1 Base Software Installation
- 2.2 Detailed Requirements Workshops
- 2.3 GIS Data Development
- 2.4 Cityworks Configuration
- 2.5 Interface Design and Development
- 2.6 SR Website Configuration
- 2.7 Reports and Analytics
- 2.8 System Review
- 2.9 Training and Documentation
- 2.10 Testing
- 2.11 Deployment
- 2.12 Support
Task Series Assumptions and Responsibilities

Phase 3: Implementation Group 2

Follows the same tasks as above implementation phase with the exception of task 2.5 Interface Design and Development.



PROJECT MANAGEMENT

TASK 0.1 PROJECT SUPERVISION

Project management will ensure proper communication and scheduling of work between the County and POWER during the project. POWER's project manager will provide project oversight including scheduling and conducting project calls and project schedule updates to the County. These activities will facilitate communication between POWER and the County's project manager as well as other team members, and ensure that the project schedule and deliverables are met.

POWER believes very strongly in a collaborative approach to project management. Thus, the POWER team will work very closely with the County's project team to effectively plan and manage the project. POWER has deep experience in the delivery of Cityworks and other software implementation projects. The County's project team most likely also has deep experience in project delivery and just as importantly has knowledge of the people, systems, and culture present at the County. The combination of the County's and POWER's expertise is essential in defining a project implementation plan that will provide the best results for the implementation of the integrated Cityworks solution at the County.

POWER's project manager will be responsible to confirm the quality of all deliverables. The POWER project manager will make sure that all deliverables have the appropriate level of quality control before delivery to the County.

While not on-site, communication among the combined POWER/County project team is continued through phone, email, and web meetings. POWER will maintain a list of action items and issues, including assignments and due dates, and will hold weekly or biweekly project web meetings. During these meetings, the action items are reviewed and resolution steps are defined. These meetings are crucial to ensuring that the project keeps moving forward on schedule.

POWER will assist the County appointed project manager on other documentation that is required by the County's processes, such as communication and risk management plans.

Following acceptance of the system, a project wrap-up meeting will be conducted to evaluate the success of the project and to identify the next steps that the County should consider as their Cityworks implementation continues to evolve.

Task Deliverable(s):

- Project schedules. Preliminary project schedule delivered at Phase 1 kick-off meeting. Revised project schedules updated during the project as needed due to schedule changes or adjustments
- Weekly action item lists and status meetings

- Monthly project deliverable status reports
- Assistance with County's project management documents

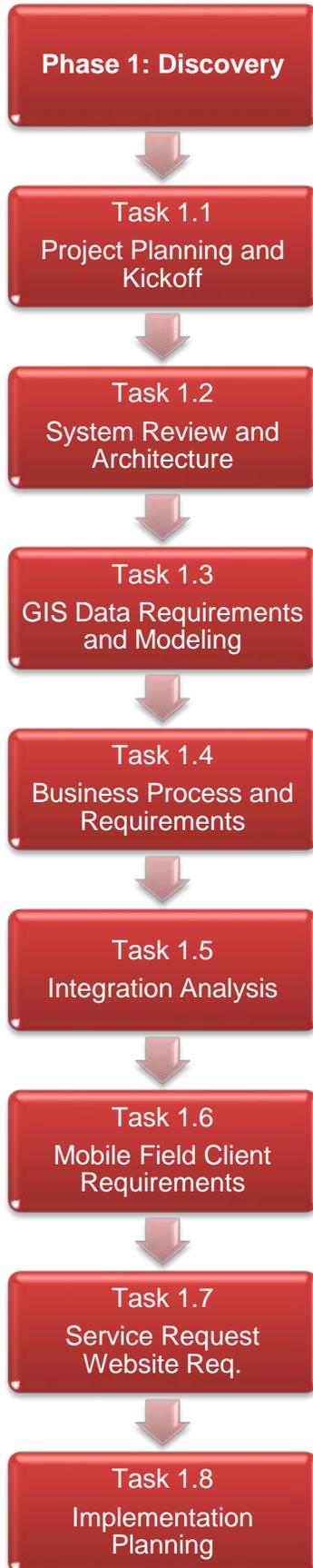
TASK SERIES 0 ASSUMPTIONS & RESPONSIBILITIES

Assumption(s):

- The County will provide facilities for on-site work including desk, telephone, internet access, and system access as required.
- MS Project 2010 will be used for development of the project schedule.

Client Responsibilities:

- Assign a project manager to the project that is knowledgeable of the project and business requirements and has general decision-making authority to ensure timely resolution of issues that could impact the project schedule.
- Provide meeting facilities and coordinate the attendance of the County's project participants for the project meetings.



PHASE 1: DISCOVERY

TASK 1.1 PROJECT PLANNING AND KICKOFF

POWER and the County will participate in a project kickoff meeting on-site at the County. The project kickoff meeting will provide a forum to familiarize project stakeholders with the goals and objectives of the project, review the statement of work and planned deliverables, review the preliminary project schedule and start planning the overall implementation and deployment approach for the Cityworks products. County staff will share knowledge about the County's current and future-state asset management and work order environment, business processes, IT and operational environment, and strategic business goals to ensure that there is a synchronized vision for the project and a sound implementation strategy to support that vision.

This kick-off meeting will also provide a forum for developing a sound project management plan for the remainder of the project. A project management plan will be developed to guide the execution, monitoring, controlling and closure of this project. The plan will be of sufficient detail deemed appropriate by the project team. At a minimum the plan will contain or identify the following:

- Scope baseline and scope management plan
- Schedule baseline and schedule management plan
- Communication management plan
- Configuration management plan
- Change management plan

Task Deliverables:

- 1 day on-site project kickoff and project planning workshop
- Updated project schedule
- Draft and final Project Management Plan; one for the entire project updated as needed for each project phase
- Change Management Documentation

TASK 1.2 SYSTEM ARCHITECTURE REVIEW AND ENVIRONMENT PLANNING

During this subtask, POWER will lead two system environment workshops at the County. The County and POWER will first review the current Cityworks implementation that has been completed for the Department of Transportation. Special attention will be given to reviewing configuration details and settings that will impact the planned Cityworks expansion. A second workshop will be held to review the existing hardware and software systems that will be needed to support the deployed system. POWER and County IT staff will jointly review the hardware and software environment and design the target environment for the new system. This will include defining environments for development, test/training, and production usage.

As part of this task, POWER will create a System Environment document that will encompass all components necessary to support the Cityworks implementation. This document will contain both diagrams and system specifications including servers, operating systems, browsers, virtual machine specifications, and software (including versions for SQL Server, Cityworks, and Esri).

Task Deliverables:

- ½ day on-site existing Cityworks system review workshop
- ½ day on-site hardware and software planning workshop
- Draft and final System Architecture requirements document

TASK 1.3 GIS DATA REQUIREMENTS AND MODELING

During this task POWER and the County will analyze each department's GIS data to determine its fit for effective asset and work management within Cityworks. The focus during this Discovery phase task will be on the additions, modifications, and deletions to the schema as well as any required data collection or modification tasks. As part of this task POWER will create a GIS requirements document that will outline the specific data model changes needed to support the County's GIS and asset management goals.

Task Deliverables:

- ½ day on-site GIS data review and planning workshop
- Draft and final GIS requirements document

TASK 1.4 BUSINESS PROCESS AND REQUIREMENTS

A fundamental task of the Discovery phase is the evaluation of existing business processes and future requirements. This task series utilizes two main components to accomplish this undertaking.

Core Team Cityworks Introduction

The effectiveness of the Requirements workshops will be enhanced if the County's core team has a good understanding of the functionality and capabilities of the Cityworks product suite. To give the team this knowledge, POWER will conduct a lecture style training course for the core team.

This half day course is intended to give the County team a solid understanding of the Cityworks product suite so that they can better understand the configuration decisions being made at the Requirements workshops.

Business Process Analysis and Requirements Process

POWER will facilitate a series of requirements workshops at which the project team will gather requirements for the key work management activities of each County department/section for which the solution is being deployed.

The POWER team will review any workflow information that the County has previously documented and based on that information will create draft to-be process documentation that clearly captures the role of Cityworks in these processes.

POWER utilizes Visio swim lane diagrams to document business processes. These diagrams deconstruct business processes into individual steps. For each step, the following information will be gathered:

- ✓ the initiating event (e.g. a phone call)
- ✓ the work performed (e.g. install a new water meter)
- ✓ the person or role who performs the work (e.g. meter technician)
- ✓ the systems used to perform the work (e.g. Cityworks or manual labor)
- ✓ the manner in which the process moves to the next step (e.g. submit digital work order to field technician)

Following and initial review by the County, POWER will conduct workshops with the County to review, confirm, and update these to-be business processes. This approach maximizes the value of the workshops and allows the team to focus on the path forward, aligning the Cityworks software with industry best practices and the County's unique business needs.

Task Deliverables

- ½ day Cityworks software overview training
- 8 days of business process and requirements workshops for the following departments: Parks, Facilities, Fleet, Zoo, House of Corrections, Transit and Economic Development
- 7 days of business process confirmation workshops
- Draft and final business process analysis documentation

TASK 1.5 INTEGRATION ANALYSIS

The full value of the implementation of any CMMS system is only realized if it is integrated to the other systems that the County uses to conduct its business. The County has indicated it desires to integrate Cityworks with the following systems:

- Oracle HR data supporting employee information
- Ceridian/Dayforce software supporting employee data
- VFA
- OnBase

Through past experience in developing integration between external systems and Cityworks, POWER understands the details required to develop interfaces to these systems. POWER will utilize this strong background to analyze the potential interfaces and advise the County on the feasibility and usefulness of the candidate interface points.

The County and POWER will hold Interface Requirements Workshops to analyze the potential integration points between Cityworks and each external system. This will also include discussions with the County's IT department to implement all aspects of the interface. During the workshops POWER will describe and demonstrate potential integration points while the County provides functional and technical details on current external systems.

Working with the County, POWER will develop an Interface Requirements document for each of the identified integrations. This document will describe the use case scenarios and functional requirements that must be met by the interface. The requirements document will include:

- General interface requirements
- Interface scenarios or use cases that must be met by the interface
- Timing and frequency requirements
- Reporting requirements
- Error handling requirements
- System administrator requirements
- Cityworks configuration requirements
- Testing and deployment requirements
- Known functional limitations

Integration Architecture and Environment Planning

After defining the requirements of each interface, POWER will work with the County to define an integration architecture that will most effectively manage all interfaces. The workshops will involve discussions about integration tools (e.g. APIs, web services, and message busses), development platforms and languages, and demonstrations of the Cityworks APIs and web services.

POWER has utilized many different technologies to facilitate integration points, including messaging middleware and point-to-point methods, using technologies such as database level procedures, web services, and APIs. POWER will work with County staff to determine the best methods to use for the interfaces defined for this project.

These workshops will also be used to determine the hardware, software and network infrastructure that will be required to support the development, testing, training, and production environments required for this Cityworks implementation.

Integration Development Plan

Following the definition of the integration requirements and documentation of the integration architecture, POWER will re-estimate the level of effort and costs to implement all aspects of the interfaces. POWER will define the roles and responsibilities for the integration, split between the County, POWER and third-party product experts. The plan will also include estimated timeframes and dependencies. If the level of effort and requirements have significantly deviated from the RFP and cost to implement has increased from the cost proposal, a change order will have to be enacted.

Task Deliverables:

- 1 ½ days of integration requirements workshops
- Draft and final integration requirements documentation
- Draft and final integration architecture document
- Draft and final integration development plan

TASK 1.6 MOBILE FIELD CLIENT REQUIREMENTS

Cityworks has a number of options for field deployments. The precise products to use depend on the network connectivity in the County's service territory and on the functionality required by each County department/section. High-level requirements for field access will be identified during the business process review workshops. The POWER team will then conduct mobile solution workshops with the County to capture more detailed mobile field application requirements. Different user roles in the field will have different requirements for field applications. For example, crews performing maintenance operations on park structures will have different requirements than personnel responsible for the house of corrections. The network bandwidth available throughout the County service territory will be a big contributing factor to field configuration, as will the GIS requirements of each user group. As part of this project the County should undertake a survey of the connectivity bandwidth to determine the feasibility of deploying a web based mapping application in the field.

Once the mobile requirements have been defined, POWER will work with the County to create a mobile deployment plan. This plan will clearly articulate the mobile products to be used by each group of field users to satisfy the business process requirements. The plan will also describe the steps necessary to implement the integration and will thus feed into the integration architecture and the implementation plan that are primary deliverables of the Discovery phase.

Task Deliverables:

- ½ day on-site mobile solution design workshop
- Draft and final Mobile Deployment Plan

TASK 1.7 POWER SERVICE REQUEST WEBSITE REQUIREMENTS

The County has identified a large number of users that will initiate request for service within each of the participating departments. These 'Service Requestors' will most commonly not require full Cityworks functionality and need a simple and efficient way to initiate a Cityworks service request. The POWER Service Request website is an application built using the Cityworks API that gives casual users a simple method to enter service requests without requiring extensive Cityworks configuration, or training. This task series consists of two main components during the Discovery phase.

Requirements Workshop

POWER and the all seven County departments will participate in a requirements workshop to discuss the overall implementation and deployment approach for the implementation of the web site and to collect the web site requirements.

At this meeting, POWER will demonstrate an existing web site and identify the configuration items that must be decided upon by County staff. The list includes the following:

- Web page format
- Text for all web pages
- Required contact information fields
- Cityworks domains and service requests for web site
- GIS feature classes for site identification, if applicable
- ArcGIS Server map services and address locators or third party services
- Software versions for Cityworks, ArcGIS, Database, IIS and browsers
- Server names and configuration

Since the SR website is developed by POWER, there is the opportunity to introduce new functionality that the County feels is needed to support their end-users. During the workshop any requested application enhancements will be documented. A cost for these enhancements will be provided to the County and if acceptable the changes will be made via the change request mechanisms put in place for the project.

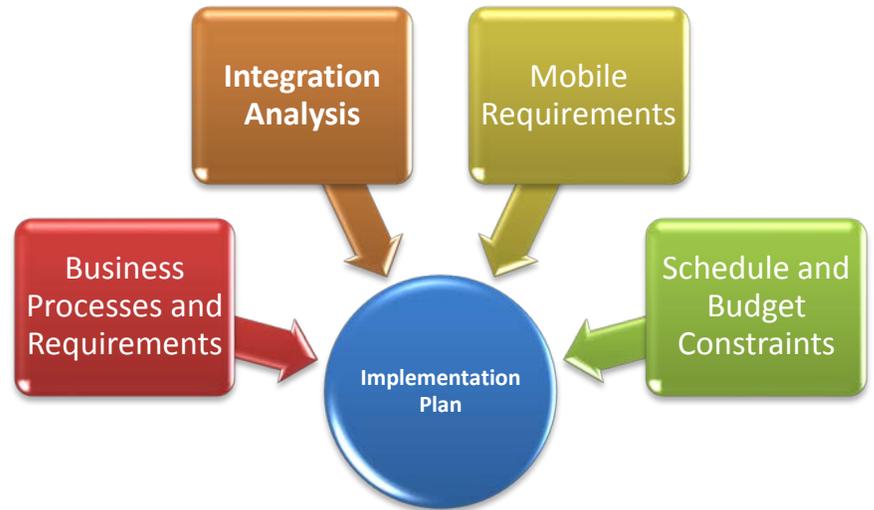
Website Configuration Specification

Following the configuration workshops, POWER will prepare a configuration specification for the County. This specification will contain a description of the web site and configuration decisions. POWER will deliver the configuration specification to the County for review and perform one set of updates to create the final specification.

Task Deliverables:

- ½ day on-site service request website workshop
- Draft and final service request website requirements document

TASK 1.8 IMPLEMENTATION PLANNING



A comprehensive implementation plan is critical for a successful project. All Discovery Phase activities will contribute to the implementation plan.

The POWER team will conduct an implementation planning workshop with the County's core team. In advance of this workshop, POWER will put together a draft implementation plan that lays out a phased implementation approach. The plan will also describe the rationale for the content and sequencing of the phases. At the workshop, POWER will present the draft plan and will work with the County team to refine this plan. The project team will also discuss the training and testing approaches and incorporate this information into the overall plan.

As stated previously, the departmental make up and selected integration options will not be fully known until all requirements are gathered. A key exercise of the implementation planning process is to use the information gathered during all the Discovery phase activities to solidify the County's asset management vision and priorities. The implementation phases as listed below and as part of the implementation plan will either be confirmed or altered during this process.

Based on the Discovery Phase and Implementation Plan, POWER will include recommendations for Milwaukee County enterprise staffing, workload expectations, and ownership responsibilities at the enterprise level as well as each participating Department.

Proposed Implementation Phases:

Phase 2 – Implementation Group 1

- Park Department
- Facilities Department (with the inclusion of Aging and OPD)

- Transit
- House of Corrections
- Cityworks Integrations
- Service Request Website

Phase 3 – Implementation Group 2

- Zoo
- Fleet
- Economic Development Department

Task Deliverables:

- ½ day on-site implementation planning workshop
- Draft and final implementation project plan
- Draft and final operational organization structure for support, maintenance, and development (diagram or text).

TASK SERIES 1 ASSUMPTIONS & RESPONSIBILITIES

Assumption(s):

- Only one review and update cycle will occur between the draft and final documentation

Client Responsibilities:

- Provide meeting facilities and coordinate the attendance and participation of the County's project team for all project meetings.
- Ensure that the appropriate project stakeholders, IT, representatives and Subject Matter Experts (SME's) attend the kick-off meetings
- The County Project Manager will coordinate appropriate Subject Matter Experts (SMEs) and meeting participants for each requirements workshop.
- The County will deliver existing Cityworks, inventory, work order, service request, GIS and related system documentation to POWER's project manager at least one (1) week prior to the appropriate workshops.
- Coordinate the collection, organization and transfer of requested documentation, data, hard-copy samples and other appropriate information as needed.
- Provide access to all pertinent existing systems.
- Review and provide consolidated written comments on the draft and final documents within ten (10) business days of delivery.



IMPLEMENTATION PHASES

PHASED IMPLEMENTATION APPROACH

POWER recommends a phased implementation approach. During the development of the implementation plan, POWER and the County will jointly define the user groups affected and the business processes implemented within each phase. For the purposes of estimating this project, POWER has assumed that the complete functionality will be deployed in two phases.

Each phase will follow POWER's standard implementation methodology, which is described in the following task series.

TASK 2.1 BASE SOFTWARE INSTALLATION

During this task, POWER will prepare a base Cityworks development environment that will be used to support all initial configuration and development. This environment will be based off the recommendations and specifications documented during the Discovery phase and will contain the components of the existing Cityworks environment as deemed appropriate in the overall system design specifications.

Working with the County's Cityworks administration staff the existing Cityworks software installation will be updated for any components identified in the overall system design specifications prepared during the Discovery phase. Working with the County's GIS staff, POWER will assist the county with the designing and publishing the map services consumed by Cityworks.

Following the installation or update of the software components, POWER will configure the Cityworks software to support the demonstrations being used during the Detailed Requirements Workshops. This configuration will allow the workshops participants to view Milwaukee County data during the workshops and help communicate the functionality business processes with local data. Following the configuration, POWER will test the system configuration to verify that it's working correctly.

Task Deliverables

- Functioning Cityworks Server development environment on the County's servers
- Configured Cityworks system that can support the needs of the Detailed Requirements Workshops based off information gathered during the Discovery phase.

TASK 2.2 DETAILED REQUIREMENTS WORKSHOPS

The information gathered during the Discovery phase of the project will provide enough information for POWER to start the configuration of

Cityworks to meet the business requirements. POWER will configure Cityworks in the development environment. This configuration will only contain a subset of the final required configuration elements, but functions as a great basis and demonstration system for the detailed requirements workshops. At these workshops, POWER will work with the County team to gather detailed configuration information such as employee logins, employee groups, material libraries, equipment libraries, work order templates, service request templates, inspection templates, table codes and custom fields. The information gathered in the requirements meetings will be used by POWER consultants to configure the Cityworks database in the project's development environment.

As part of this task, the County will provide POWER copies of all hard copy artifacts that are currently used during the course of work. This includes work order, service request and inspection forms, copies of all reports, and screen shots of legacy systems. POWER will scan and catalog all artifacts. POWER will then review all artifacts and provide a mapping of each document and each data field on each document to the location of that data in the future Cityworks integrated system.

POWER will develop a Configuration Specification document based upon information discovered during the workshops. This document will address the following:

CONFIGURATION REQUIREMENTS

Users Groups	Work Orders
Service Requests	Project Hierarchy
Cityworks System Preferences	Work Order Tasks
Cityworks Domain Security	Reporting
Asset Identifiers	Work Order Valid Values
Print Templates	Service Request Valid Values
Street Names	Employee Hierarchy
Inspections	Storeroom Requirements
Geocoding Services	Map Services

This document is augmented with spreadsheets for collection of employees, materials, equipment, labor, contractors, projects and tasks.

Task Deliverables

- 4 days of on-site Cityworks configuration requirements workshops during phase 2
- 2.5 days of on-site Cityworks configuration requirements workshops during phase 3
- Draft and Final Configuration Specification Document. The document will be updated as appropriate for each successive phase of the project and includes specifications for Cityworks AMS and any Cityworks add-on components identified during the Discovery phase (e.g. Storeroom).

TASK 2.3 GIS DATA DEVELOPMENT

The GIS Database Development task will build off the GIS requirements identified during the Discovery phase, to design, develop and deploy the geodatabase infrastructure and maintenance procedures required to support the asset management business processes at the County.

Geodatabase Design Workshops and Specifications

As part of this task POWER will facilitate geodatabase design workshops to determine the geodatabase structure, organization, and standardization. Special attention will be given to the development of GIS data maintenance strategies and procedures to help define the data ownership, responsibilities and processes needed to increase and manage each department's GIS data. GIS data gap analysis will be performed to determine data collection needs. The results from these workshops will be captured in a Geodatabase Design and Maintenance Specification.

Geodatabase Development, Testing and Deployment

The geodatabase design specifications will then be used as a guide to develop the geodatabase schema and structure. Esri geodatabase feature classes, object class and required relationship classes will be created as needed to support the asset management business processes. Following initial development testing, the geodatabase modifications will be deployed to the appropriate testing environment. A series of review meetings will be held via conference calls and web meetings to present the results. Requested changes will be made in order to gather final geodatabase approval by the County. A technology transfer web meeting will be held with the County GIS staff to review the final geodatabase structure. POWER consultants will then support the County as they deploy the geodatabase changes to the Production environment. Note that the County will be responsible for the collection and entry of any GIS data not currently contained in its geodatabases.

Task Deliverables

- 1 day on-site Geodatabase design specification workshop during phase 2
- ½ day on-site Geodatabase design specifications workshop during phase 3
- Draft and final geodatabase design specification
- Geodatabase database model deployed to the Development and Testing environments to support Cityworks business processes as identified during the Discovery phase
- Support to County-led deployment of geodatabase changes to production

TASK 2.4 CITYWORKS CONFIGURATION

Based on the requirements gathered and documented during the detailed requirements tasks, POWER will perform an initial configuration of the application for the appropriate departments during each implementation phase. The information entered into the system typically includes employees, materials, equipment, work order templates, problem codes, material vendors, suppliers, account practice and inventory levels.

A key part of the configuration process is the customization of the Cityworks web application. The product provides great out-of-the box mechanisms (XML configuration files) to configure the contents of the service request, work order, and inspection screens. Through these mechanisms POWER will configure the web site to only show those functions of the Cityworks application that the County will be using and where feasible will alter terminology to reflect terms that County personnel currently use. In addition to the standard Cityworks mechanism of XML configuration files, it is possible to customize the web site via embedding custom HTML and JavaScript functions. Any such changes would be developed under the change request mechanism set up for the project. It is the intention of Milwaukee County to limit customizations that would interfere with future upgrades to Cityworks and any integration points. Significant effort should be made to configure Cityworks to support this vision.

Configuration QA/QC

Upon completing the initial Cityworks configuration activities, POWER will perform a thorough test against the configured database. The testing will include both functional testing of each configured aspect of the system, as well as end-to-end testing of the business processes. Issues related to the configured Cityworks software will be addressed during this task.

Task Deliverables

- Configured Cityworks system in the development or test environment

TASK 2.5 INTERFACE DESIGN AND DEVELOPMENT

Interface Design Workshops and Documentation

The County and POWER will hold Cityworks Interface Design Workshops to determine the detailed design of each interface that was chosen for implementation during the Discovery Phase integration workshops. Working from the approved Requirements Specification, POWER and the County will develop an Interface Design document for the integration. This interface specification document elaborates on those requirements and covers “how” the system will be built to satisfy the requirements. The design document will include:

- Detailed field mapping of external data fields to Cityworks data fields

- Description of the interface architecture with references to the interface mechanisms, technology, environment and databases
- Interface design specifications that describe the functional components, scripts, code and stored procedures.
- Description of configurable parameters of the interface

POWER will then deliver this Design Specification to the County for review and perform one set of updates to create the final specification.

Interface Development

Based on the interface design documents, the interfaces will be developed and tested. The actual development could be performed by POWER or by a combination of POWER and County resources.

POWER will review the progress of the interface during web-meetings to present the working interface components on the County's environment. This exercise will solidify the installation and deployment process as well as provide feedback to the County prior to final testing. Any issues related to the interface will be rectified prior to final testing.

The completed interface will be installed in the County's test environment where the County will perform final acceptance testing. The County will review and test the interface before the final deployment utilizing the initial use cases as a base for testing. Issues related to the interface identified during the acceptance testing activities will be rectified prior to final system deployment.

Interface Deployment and Documentation

Prior to deployment POWER will create an integration technical guide. The document presents a high level overview of the interface including the major components, databases and tables along with installation requirements and instructions. A configuration section is also provided to guide overall administration of the interface.

POWER will then support the County in the final installation of the integration to the Production environment. The County will take the lead role in this deployment with POWER playing a supporting role.

Task Deliverables

- 1 ½ days on-site Interface Design Workshop
- Draft and final Interface Design Document
- 2 Interface Check-Point Demonstrations held via web-meeting and conference call
- Draft and final Interface Technical Guide
- Developed Interfaces in the County Test environment along with all source code
- Support County-led deployment of interfaces to the Production environment

TASK 2.6 SERVICE REQUEST WEBSITE CONFIGURATION

This task will configure and deploy the Service Request website as defined during the Discovery phase.

Website configuration

The first task will be to configure the website based on the identified requirements. This activity will take place on the County's server. This environment must be identical to the target production environment. County IT staff must ensure that proper firewall and other security considerations are addressed. The County also will provide remote access to this test environment for POWER staff.

Unless the third party maps are used, the web site requires access to ArcGIS Server map and locator services. The County will be responsible for creating and publishing these services. This is a very important task and the County must take great care to develop services that perform efficiently.

Web Site Testing

After configuring the web site, POWER will set up a web conference with County project staff to review the site. The County will then perform required user acceptance testing and provide suggested changes back to POWER. The site will then be updated based on this acceptance testing feedback and prepared for final deployment.

Production Deployment

As part of the production deployment POWER will prepare a technical administration guide for the web site and present this document during a technology transfer web meeting with the County. POWER will work with County staff to transition the web site to the production environment. This effort will be led by the County with POWER playing a supporting role.

Task Deliverables

- Configured website in the development environment
- Completed website enhancements if identified and approved during Discovery
- 3 Web site review meetings held via web meeting and conference call
- Draft and final web site technical administration guide
- Support County led installation into production environment
- Service Request website source code

TASK 2.7 REPORTS AND ANALYTICS

The County has identified the need for both high level reports to provide simplified views of Cityworks data as well as comprehensive management analytics. The exact content and design has not been determined. Development of these reports will require a detailed design

specification, testing and production roll-out plan to be successful. POWER has developed the following series of tasks to assist the County in identifying a complete design specification and report development during each phase of the project

Report Requirements

The County and POWER will capture reporting requirements at the Business Process and Configuration Requirements workshops during each phase of the project. Prior to the meeting, the County will provide POWER with a sample of existing reports that are anticipated to be needed during project deployment. Special attention will be given during these workshops to gather and analyze the functional use of existing reports and the future daily/weekly/annual reporting requirements. POWER and the County will discuss and identify the best delivery method for the reporting results (e.g. hard-copy, Cityworks dashboards, and data warehouse options). This information will be used to derive the reporting specifications that will identify data sources, report frequency, style and format. POWER will use the description to develop a specification for each report including an estimate on the level of effort/budget to deploy the report to production. POWER will then deliver this Report Specification to the County for review and perform one set of updates to create the final specification. POWER and the County will rank and prioritize the desired reports in order to select those to be deployed during each phase based on available reporting budgets and resources. (Note: As the complexity of individual reports can vary greatly and the specific reports to develop are unknown at this time, POWER has estimated a set bucket of hours for report development. After report design, the report development work will be re-estimated. If the cost exceeds the budget, either a change order will be enacted or the County's staff can take on some of the report development.)

Report Development

POWER will use the report specifications to begin development of the reports. These reports will be created and initially deployed to the development environment as designated by the County. The County will be responsible for testing the reports, providing feedback for changes or adjustments and approving for final acceptance and deployment to production. Reports should be standardized for the County, with the ability to filter them by Department/Work Unit as necessary. Department specific reports should be reviewed for an enterprise solution prior to implementation. This effort will make sure that reports can be used across the enterprise where possible, but will also ensure that data is only shared where appropriate and desired.

Task Deliverables

- Draft and final report catalog of prioritized reports
- Draft and final report specification documents
- Completed reports in the development environment
- Support County-led deployment of final reports to the production environment

- POWER will provide technical expertise and support specific to reports customizations and enhancements as needed up to a maximum of 370 hours of work across both identified implementation groups 5. Additional hours will be billed hourly on a time-and-material basis at the negotiated rates.

TASK 2.8 SYSTEM REVIEW

After completing the Cityworks system configuration, POWER will conduct a System Review session with the County. During these sessions POWER will walk the County through a review of the configured Cityworks system.

The review will be conducted in two different manners. The first will focus on the detailed information contained in the Cityworks application (e.g. employee groups and permissions). The second will focus on the usage of Cityworks in end-to-end business processes. Complete business processes will be simulated within the Cityworks system.

Any required changes identified during the system review will be applied to the system and documented in an update to the Cityworks Configuration Specification. Any configuration changes that would affect the Enterprise implementation discovered during Phase 3, will be reviewed by the Phase 2 Implementation Groups before final configuration in Phase 3.

At the completion of this task, the Cityworks application will be ready for the next major stage of the project: core team training and acceptance testing.

Task Deliverables

- Configured Cityworks system
- Updated configuration specification
- 4 days on-site configuration review workshops during phase 2
- 3 days on-site configuration review workshops during phase 3

TASK 2.9 TRAINING AND DOCUMENTATION

Training Approach

Training is a critical aspect of any project, especially one such as this, which introduces many new tools into the end users' daily jobs. POWER will work with the County to design a training program that is appropriate for this project. The training approach outlined below builds on the County's desire for a "train-the-trainer" methodology by developing a core team of Cityworks experts through a series of training, testing and support activities. The training for this project involves the following opportunities:

- 1. Core Team Training**
- 2. Soft Launch Training**

- 3. Production Training**
- 4. Administrator Training**
- 5. SR Website Training**

Core Team Training

The first training opportunity will occur at the beginning of the Discovery phase and will provide an introduction to Cityworks software through instructor led demonstrations. The goal of this training will be to introduce participants to the full suite of Cityworks functionality including service requests, work orders, and inspections to provide the background necessary to understand the configuration decisions being made at the Requirements workshops.

Soft Launch Training

The second opportunity to build the core training team will be at the beginning of the acceptance testing period. Soft Launch training will be held for a core team of users from each department that will make up the testing and training team. These core users then perform the in-house acceptance testing of the system. This training will cover all aspects of Cityworks software required to perform the business processes outlined during the Discovery phase. This will be instructor led hands-on training.

Production Training

The third opportunity to form the core training team will be during the production training. This training will follow the system acceptance testing and occur just prior to production roll out.

These are departmental role based training sessions meaning that they are held separately with each department so that training topics, materials, and work flow examples can be tailored to the specific business process needs of the end-users. POWER has found that in an environment where we are introducing new technology, software and business processes it's important to provide role based training that covers the specific tasks needed to perform daily work. This is much more effective than topical training which is often hard for end-users to relate back to their daily work.

POWER will work with each department to prepare training materials that are tailored to their department. The training materials will be used during the production training sessions as well as during the County led end user training session. This approach allows us to refine and fine-tune the materials prior to the County led training.

System Administrator Training

The final opportunity to develop a core team of Cityworks experts will be through the Cityworks system administrator training. This course is intended for the staff that will manage the configured Cityworks software. It will cover system and database administration issues such as software installation, user accounts, security, code table creation, service request, work order, and inspection templates, and resource (labor,

material, equipment) hierarchies. The configuration and maintenance of Storeroom components will also be discussed.

SR Website Training Materials

The POWER website is intended to be an intuitive application that is self-explanatory for the users. As such, it does not require formal training sessions. Instead of training, POWER will provide a one-page training guide that the County can distribute to end-users as the site is deployed.

The table below shows the courses that will be provided and the duration of each course.

TRAINING PLAN		
SESSION	DURATION (PER CLASS)	TOTAL DAYS (SUM OF ALL PHASES)
Core Team Training	½ day	½ day
Soft Launch Training	3 days	6 days
Production Training	1 day	7 days
Administrator Training	1 day	2 days
Support County Led Training	TBD	TBD

Note: Based on the information provided by the County, we are assuming that there will be 35 total core users being trained (5 per department) over the two implementation phases. The county will be responsible for training the remaining end-users in each department. The exact breakdown of the final training sessions will be determined during development of the final scope of work.

DOCUMENTATION

POWER will provide the following documentation:

- Custom training slides
- Custom end-user guides for each department
- SR Website one page training guide
- System administrators guide
- GIS maintenance procedures

These will be delivered to the County in addition to the complete set of Cityworks and manuals that are provided by Azteca, which include:

- Software installation and configuration guides
- End user documentation

Task Deliverables

- ½ day of core team training (one session during discovery)
- 6 days of soft launch training (3 days per implementation phase)
- 7 days of production training (4 days in phase 2, 3 days in phase 3)
- 2 days of admin training (1 day per implementation phase)
- Documentation as noted above

TASK 2.10 TESTING

Testing Approach

As described in during the training section above, the project will employ a two phased testing and deployment approach; a soft launch to a small group of users, followed by a production launch to all users. The steps involved in this approach are described in the following subtasks

Prepare Test Cases

The first task during the acceptance testing will be to prepare the test cases. The business process diagrams and process documents will be used as a starting point and simplified to provide the instructions necessary to perform acceptance testing. Step by step instructions and screen shots will be provided for a select few test cases and the remaining test cases simplified to basic steps. This approach assumes that the users will understand the basic functionality required to perform the test cases given the detailed instructions in a few processes.

Testing Plan

During this task POWER will develop a test plan the meets the project and County's requirements. This plan will contain those components necessary to fully evaluate the system as ready for production deployment. The plan content will typically include the following:

- Testing goals
- Testing team members and roles
- Testing schedule and process
- Testing procedures
- Defect reporting and tracking procedures
- Acceptance testing approval/sign-off forms

Soft Launch and Acceptance Testing

Cityworks initially will be deployed to a small group of core users within each department. These core users will provide the in-house acceptance testing for the configured system and often serve as in-house 'trainers' for other users. These users will operate and test the software components being prepared for deployment during each phase of the project.

During this soft launch, the targeted users will utilize Cityworks to conduct their applicable job duties. Best results on previous projects have occurred when end-users actively participate in the soft launch by setting aside scheduled times to meet as a group and enter a portion of their normal work data into the new system. This measured parallel data entry approach allows the users to compare how work captured in the existing system compares to the newly configured system. POWER will assist with coordinating and facilitating the soft launch review sessions. The County will staff and designated County project manager will be responsible for capturing and tracking any defects and areas for improvement in the products' configurations.

The soft launch and acceptance testing performed under this task will encompass the entire configured system including integration and service request web site. It is expected that all components will be thoroughly reviewed, tested, modified and accepted during this task.

The soft launch acceptance testing for each implementation phase will consist of two (2) two-week iterative sessions. Up to three (3) two-hour meetings will be held each week to support the core team with their testing.

Defects, changes and other issues will be captured in a configuration change list. At the end of each soft launch iteration the core team will review the change list and determine the modifications that should be approved. POWER will then modify the Cityworks configuration with the approved changes. Defects to the products themselves will be reported to the product vendors. Major configuration changes will be evaluated for future deployment.

At the end of the final acceptance iteration the core testing team and project stakeholders will meet to evaluate the system for production deployment with a formal approval, or identify the issues that need to be rectified to approve.

Task Deliverables

- Draft and final project test plan
- Draft and final project test cases to support business processes documented during the Discovery phase
- Soft Launch/Acceptance testing coordination and facilitation
- Remediation of identified defects and configuration changes

TASK 2.11 DEPLOYMENT**Production Deployment**

Following training, a production launch of the integrated system will be performed. During this task, all of the accepted system components will be deployed to the production environment. POWER and the County will jointly develop a deployment plan that minimizes any system downtime to existing Cityworks users and ensure a timely deployment. The Cityworks interfaces will be switched over to the production environment during this task as well as the SR website and any other add-on or external required components.

End User Coaching

Immediately following the pre-production training during each phase of the project, two POWER trainers will spend several days working on-site directly with the users to answer questions and resolve issues. This face-to-face support during the first days of 'go-live' helps answer many of the initial questions and allows users to get comfortable using the software in a non-classroom setting. It is expected that time will be spent both in the office and in the field working with field crews and office

staff. This coaching will be provided for all end-user deployments for each of the project phases as outlined in the task deliverables section below.

Task Deliverable(s):

- Deployed Cityworks system
- 4 days of on-site coaching during phase 2
- 3 days of on-site coaching during phase 3

TASK 2.12 SUPPORT

Remote Support

Once the system has been rolled out and is being used, County staff will be responsible for frontline support. POWER will provide remote implementation support via phone and email to address configuration, implementation, or software installation matters that may arise.

Azteca Support

Once POWER's contracted support period is complete, the County will direct all support related questions to the Azteca support team.

On-Site System Review and Support

Following the production launch of the applications and after the software applications have been in use for approximately a month, the POWER team will conduct a Post Go-Live review. This will consist of two single-day sessions during which the project team will field questions and comments from the users. Where appropriate the project team will demonstrate the best means to handle the situations presented by the users. The field users should bring their own production hardware to the sessions so that they can get hands-on practice of the presented techniques. This session will be offered twice on back-to-back days in order to provide some scheduling flexibility for the field users.

Any required configuration changes that arise from this review will be implemented by County staff with assistance from the POWER team.

Task Deliverable(s):

- POWER will provide up to 40 hours of remote telephone, email and web support per phase
- Two-day on-site system evaluation and support workshop held following initial group implementation

TASK SERIES 2 ASSUMPTIONS & RESPONSIBILITIES

Assumption(s):

- The implementation plan presented in this scope of work (2-phase departmental deployment) will be evaluated and confirmed during the implementation planning task during the Discovery phase. Any

deviation from this original plan will be evaluated and the effort will be re-estimated to confirm it still falls within the original scope of work. Any deviation will be subject to additional project change order.

- Only one review and update cycle will occur between the draft and final documentation
- The County has not determined the final Cityworks software version to be deployed for this enterprise-wide deployment. It is assumed that the version in place in the Highway department at the time of project initiation will be the deployed version. Any updates to this version will be installed by the County, or will be installed by POWER on a time and materials basis outlined in an agreed to change order. Cityworks Platform 4.0 (ver 2015) is the current version installed at the County and the version to be deployed during this project.
- All required Cityworks software has been installed, is functioning properly and will require no modifications to support the initial Cityworks configuration in preparation for the Detailed Requirements workshops.
- All documentation will be given to the County in Microsoft Word format.
- Any significant changes to the Steering Committee and Subject Matter experts associated with this project may impact the project plan and associated schedules.

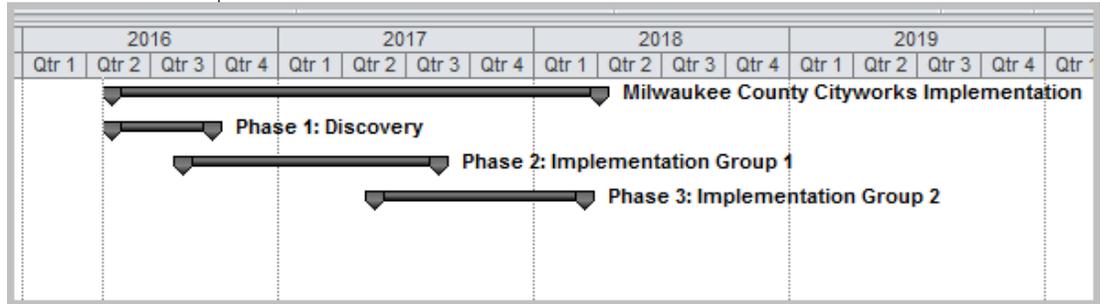
Client Responsibilities:

- Provide meeting facilities and coordinate the attendance and participation of the County's project team for all project meetings.
- The County Project Manager will coordinate appropriate Subject Matter Experts (SMEs) and meeting participants for each requirements workshop.
- The County will deliver existing Cityworks, inventory, work order, service request, GIS and related system documentation to POWER's project manager at least one (1) week prior to the appropriate workshops.
- Coordinate the collection, organization and transfer of requested documentation, data, hard-copy samples and other appropriate information as needed.
- Provide access to all pertinent existing systems including remote access capabilities into the County's network and to the required servers.
- Provide access to the County's IT staff as needed during the software installation and testing process
- Review and provide written comments on the draft and final documents within ten (10) business days of delivery.
- The County IMSD staff will be responsible for all server operating system installation and maintenance (Microsoft Windows Server)
- The County IMSD staff will be responsible for all database application installation and maintenance (SQL Server)

- The County will have appropriate software licenses in place in a timely manner.
- The County will be responsible for the maintenance of the GIS map services used by Cityworks and the SR website
- The County will be responsible for the collection and entry of any GIS data not currently contained in its geodatabases
- Provide timely response to questions raised by POWER during the configuration.
- The County will assist in developing any web pages leading up to the applications
- The County will be responsible for any firewall configuration and setup necessary for the connection between the website and the Cityworks database.
- Secure IT support from non- County data sources
- 39 total core users being trained (5 per department, 2 application staff members and 2 help desk staff) over the two implementation phases. The county will be responsible for training the remaining end-users in each department

PROJECT SCHEDULE

This section shows the proposed project schedule and on site activity for the Enterprise Cityworks Implementation. The following tentative schedule is based on the tasks and deliverables described in the Project Plan, which will be determined with Milwaukee County’s review and approval upon initiation of the project as stated in the RFP.

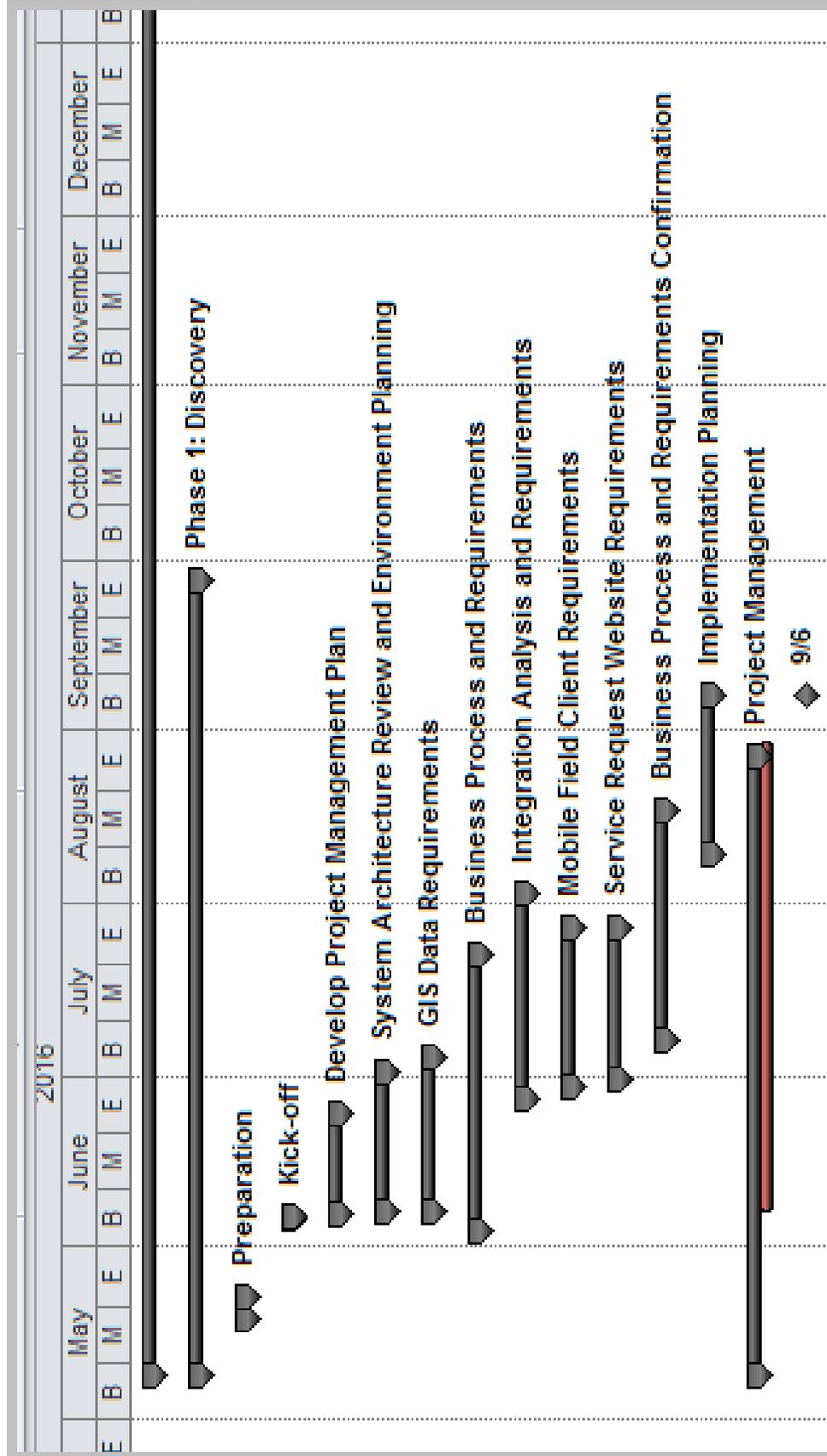


PROPOSED ON SITE ACTIVITY

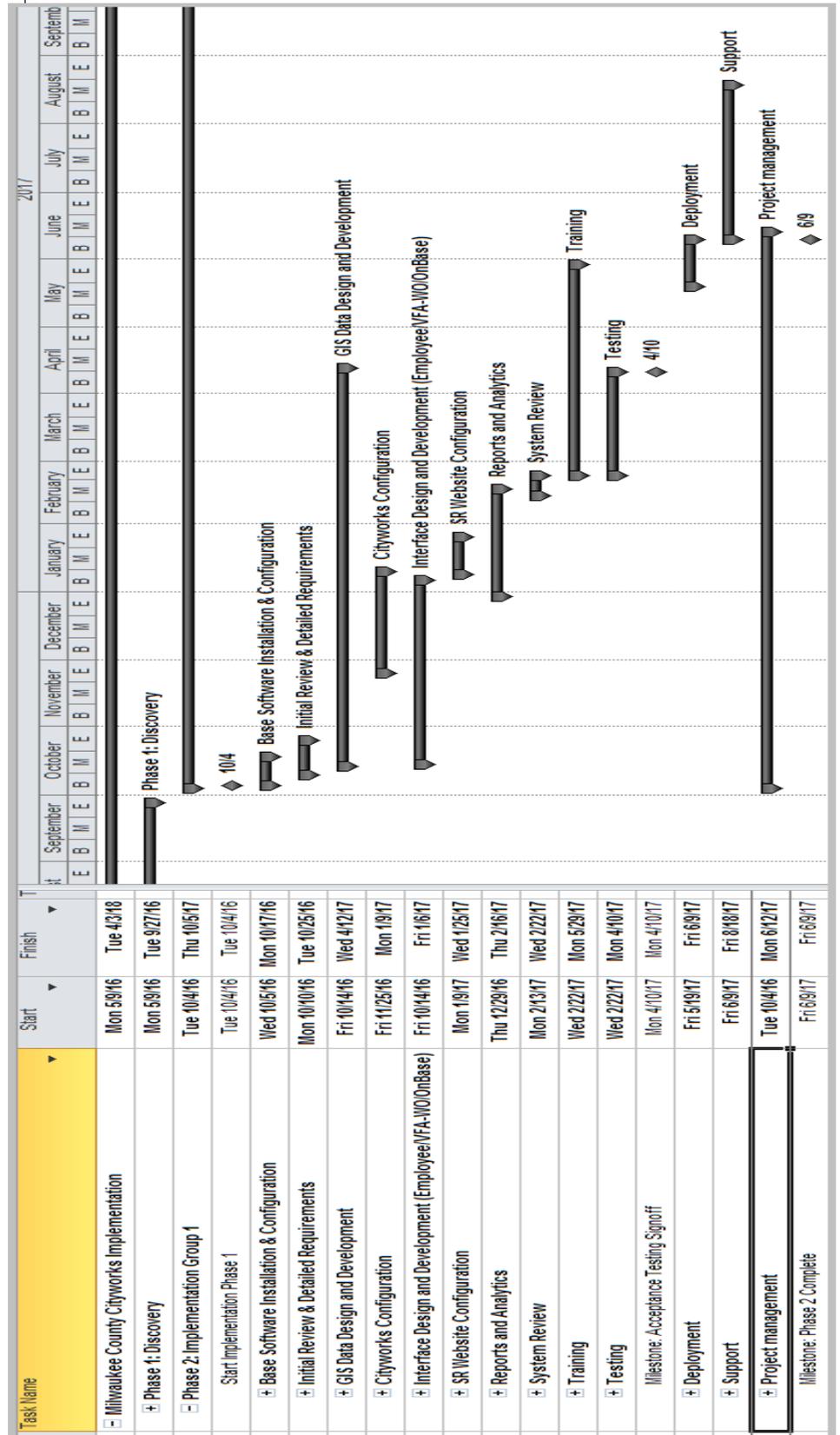
Task	Task Name	Trip #	People on Site	Duration (days)
1	Phase 1: Discovery			
1.1	Kick-off			
	Project Kick-off and Stakeholders Meeting	1	3	0.5
1.1	Develop Project Management Plan			
	Project Management Workshop	1	3	0.5
1.2	System Architecture Review and Environment Planning			
	Current Cityworks System Review-Workshop (MCDOT)	2	3	0.5
	Hardware-Software Planning Workshop	2	3	0.5
1.3	GIS Data Requirements			
	GIS Review and Planning Workshop	2	3	0.5
1.4	Business Process and Requirements			
	Core Team Training	3	3	0.5
	Parks Workshops	3	3	1.5
	Facilities Workshops	3	3	1.5
	Fleet Workshops	4	2	1
	Zoo Workshops	4	2	1
	House of Corrections (HOC) Workshops	4	2	1
	Transit Workshops	5	2	1
	Economic Development (ED) Workshops	5	2	1
1.5	Integration Analysis and Requirements			
	VFA Integration Requirements Workshop	6	2	0.5
	Ceridian Dayforce Integration Requirements Workshop	6	2	0.5
	OnBase Integration Requirements Workshop	6	2	0.5
1.6	Mobile Field Client Requirements			
	Mobile Field Client Workshops	6	2	0.5
1.7	Service Request Website Requirements			
	SR Website Workshops	6	2	0.5
1.4	Business Process and Requirements Confirmation			
	Parks Workshops	7	3	1
	Facilities Workshops	7	3	1
	Fleet Workshops	7	3	1
	Zoo Workshops	7	2	1
	House of Corrections (HOC) Workshops	8	2	1
	Transit Workshops	8	2	1
	Economic Development (ED) Workshops	8	2	1

PROPOSED ON SITE ACTIVITY				
Task	Task Name	Trip #	People on Site	Duration (days)
1.9	Implementation Planning			
	Implementation Plan Workshop	8	2	0.5
				21
2	Phase 2: Implementation Group 1			
2.2	Initial Review & Detailed Requirements			
	Preliminary Review and Detailed Requirements Workshops (Week 1)	9	2	4
2.3	GIS Data Design and Development			
	Geodatabase Design Specification Workshop	10	2	1
2.5	Interface Design and Development (Employee/VFA-WO/OnBase)			
	Integration Design Specification Workshops	10	2	1.5
2.8	System Review			
	System Review Workshops	11	3	4
2.9	Training			
	Core Testing-Training Team Training	12	2	3
	Facility End-User Training (Train-the-trainer)	14	2	1
	Parks End-User Training (Train-the-trainer)	14	2	1
	Transit End-User Training (Train-the-trainer)	14	2	1
	Zoo End-User Training (Train-the-trainer)	14	2	1
	Admin Training (includes storeroom)	15	1	1
	Support County Led training	16	1	5
2.1	Testing			
	Acceptance Testing Kick-Off and Exercises	13	2	4
2.11	Deployment			
	Onsite Coaching	17	2	4
2.12	Support			
	On-Site System Review and Support	18	2	2
				33.5
3	Phase 3: Implementation Group 2			
3.2	Initial Review & Detailed Requirements			
	Preliminary Review and Detailed Requirements Workshops (Week 1)	19	2	2.5
3.4	GIS Data Development			
	Geodatabase Design Specification Workshop	20	2	0.5
3.8	System Review			
	System Review Workshops	21	2	3
3.9	Training			
	Core Testing-Training Team Training	22	2	3
	House of Corrections End-User Training (Train-the-trainer)	24	2	1
	Fleet End-User Training (Train-the-trainer)	24	2	1
	Economic Development End-User Training (Train-the-trainer)	24	2	1
	Admin Training (includes storeroom)	25	2	1
	Support County Led training	26	1	5
3.1	Testing			
	Acceptance Testing Kick-Off and Exercises	23	2	3
3.11	Deployment			
	Onsite Coaching	27	2	3
				24
				78.5

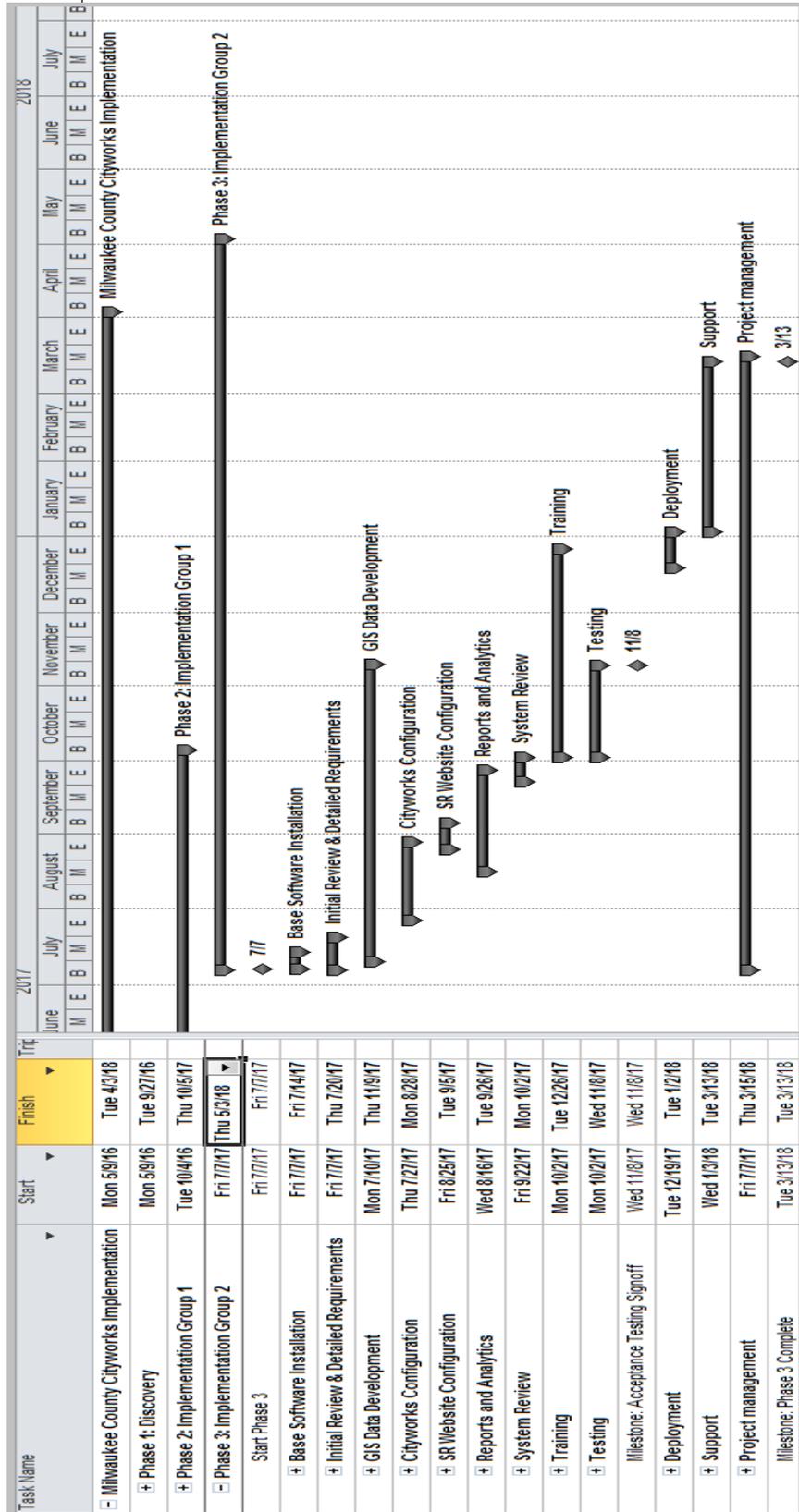
PHASE 1 – DISCOVERY



PHASE 2 – IMPLEMENTATION GROUP 1



PHASE 3 – IMPLEMENTATION GROUP 2



COSTS

Total project costs are as listed on the accompanying task order. The following table is taken from the Microsoft project plan and the Statement of Work that was developed and presented above. It is an updated version of the table found in RFP #98150023 Response: Attachment A: Cost Proposal to include project plan task numbers.

COST TABLE FOR PROJECT TASKS			
Task	Task Name	Services Cost	Estimated Travel Costs
	Milwaukee County Cityworks Implementation		
1	Phase 1: Discovery	\$172,574.00	\$15,300.00
1.1	Preparation	\$7,120.00	\$0.00
1.1	Kick-off	\$1,780.00	\$450.00
1.1	Develop Project Management Plan	\$4,580.00	\$450.00
1.2	System Architecture Review and Environment Planning	\$11,400.00	\$900.00
1.3	GIS Data Requirements	\$10,120.00	\$450.00
1.4	Business Process and Requirements	\$38,660.00	\$6,150.00
1.5	Integration Analysis and Requirements	\$23,560.00	\$900.00
1.6	Mobile Field Client Requirements	\$9,600.00	\$300.00
1.7	Service Request Website Requirements	\$7,680.00	\$300.00
1.4	Business Process and Requirements Confirmation	\$27,410.00	\$5,100.00
1.9	Implementation Planning	\$10,464.00	\$300.00
0.1	Project Management	\$20,200.00	\$0.00
2	Phase 2: Implementation Group 1	\$361,602.86	\$19,500.00
2.1	Base Software Installation	\$9,000.00	\$0.00
2.2	Initial Review & Detailed Requirements	\$12,700.00	\$2,400.00
2.3	GIS Data Design and Development	\$32,120.00	\$600.00
2.4	Cityworks Configuration	\$32,720.00	\$0.00
2.5	Interface Design and Development (Employee/VFA-WO/OnBase)	\$71,610.00	\$900.00
2.6	SR Website Configuration	\$15,042.86	\$0.00
2.7	Reports and Analytics	\$28,330.00	\$0.00
2.8	System Review	\$12,200.00	\$3,600.00
2.9	Training	\$35,240.00	\$6,000.00
2.1	Testing	\$32,440.00	\$2,400.00
2.11	Deployment	\$22,400.00	\$2,400.00
2.12	Support	\$11,360.00	\$1,200.00
0.1	Project management	\$46,440.00	\$0.00
3	Phase 3: Implementation Group 2	\$197,333.33	\$12,900.00
3.1	Base Software Installation	\$5,000.00	\$0.00
3.2	Initial Review & Detailed Requirements	\$9,340.00	\$1,500.00
3.4	GIS Data Development	\$22,640.00	\$300.00
3.3	Cityworks Configuration	\$22,480.00	\$0.00
3.6	SR Website Configuration	\$7,000.00	\$0.00
3.7	Reports and Analytics	\$19,913.33	\$0.00
3.8	System Review	\$9,960.00	\$1,800.00
3.9	Training	\$30,760.00	\$5,700.00
3.1	Testing	\$25,160.00	\$1,800.00
3.11	Deployment	\$13,440.00	\$1,800.00
3.12	Support	\$5,000.00	\$0.00
0.1	Project management	\$26,640.00	\$0.00
	Total	\$731,510.19	\$47,700.00
	Travel Handling Costs (10%)		\$4,770.00
	Total Travel Cost Estimate		\$52,470.00
	Total Project Cost		\$783,980.19

Exhibit D Project Table

	Objectives	Tasks	Deliverables
Phase I - Discovery	Phase through which all seven departmental business process reviews, workshops, project planning activities and written documentation are created. The end-result is a detailed implementation plan that outlines the execution and deployment of Cityworks.	<ul style="list-style-type: none"> • Project Planning and Kickoff • System Architecture Review and Environment Planning • GIS Data Requirements • Business Process and Requirements • Integration Analysis and Requirements • Mobile Field Client Requirements • Service Request Website Requirements • Business Process and Requirements Confirmation • Implementation Planning 	<ul style="list-style-type: none"> • 1 day on-site project kickoff and project planning workshop • Updated project schedule • Draft and final Project Management Plan; one for the entire project updated as needed for each project phase • Change Management Documentation • ½ day on-site existing Cityworks system review workshop • ½ day on-site hardware and software planning workshop • Draft and final System Architecture requirements document • ½ day on-site GIS data review and planning workshop • Draft and final GIS requirements document • ½ day Cityworks software overview training • 8 days of business process and requirements workshops for all departments • 7 days of business process confirmation workshops • Draft and final business process analysis documentation • 1 ½ days of integration requirements workshops • Draft and final integration requirements documentation • Draft and final integration architecture document • Draft and final integration development plan • ½ day on-site mobile solution design workshop • Draft and final Mobile Deployment Plan • ½ day on-site service request website workshop • Draft and final service request website requirements document • ½ day on-site implementation planning workshop • Draft and final implementation project plan • Draft and final operational organization structure for support, maintenance, and development
Phase II – Implementation, Group 1	Phase 2 begins the Cityworks deployment to individual departments. It will also implement some key system integrations	<ul style="list-style-type: none"> • Initial Review & Detailed Requirements 	<ul style="list-style-type: none"> • 4 days of on-site Cityworks configuration requirements workshops • Draft and Final Configuration Specification Document

	<p>for all seven departments that ensure current and accurate data is available to end users. It will also implement the SR website meeting all seven departmental needs.</p>	<ul style="list-style-type: none"> • GIS Data Design & Development • Cityworks Configuration • Interface Design & Development • SR Website Configuration • Reports and Analytics • System Review • Training and Documentation • Testing • Deployment • Support 	<ul style="list-style-type: none"> • 1 day on-site Geodatabase design specification workshop • Draft and final geodatabase design specification • Geodatabase database model deployed to the Development and Testing environments • Support to County-led deployment of geodatabase changes to production • Configured Cityworks system in the development or test environment • 1 ½ days on-site Interface Design Workshop • Draft and final Interface Design Document • 2 Interface Check-Point Demonstrations • Draft and final Interface Technical Guide • Developed interfaces in the County Test environment along with all source code • Support County-led deployment of interfaces to the Production environment • Configured website in the development environment • Completed website enhancements • 3 Web site review meetings • Draft and final web site technical administration guide • Support County led installation into production environment • Service Request website source code • Draft and final report specification documents • Completed reports in the development environment • Support County-led deployment of final reports to the production environment • POWER will provide technical expertise and support as needed across the identified implementation groups, specific to report customizations and enhancements. • Configured Cityworks system • Updated configuration specification • 4 days on-site configuration review workshops • ½ day of core team training • 3 days of soft launch training • 4 days of production training • 1 day of admin training • Custom training slides • Custom end-user guides for each department • SR Website one page training guide • System administrators guide • GIS maintenance procedures • Software installation and configuration guides • End user documentation • Draft and final project test plan
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			<ul style="list-style-type: none"> • Draft and final project test cases to support business processes • Soft Launch/Acceptance testing coordination and facilitation • Remediation of identified defects and configuration changes • Deployed Cityworks system • 4 days of on-site coaching • POWER will provide up to 40 hours of remote telephone, email and web support • Two-day on-site system evaluation and support workshop
<p>Phase III – Implementation, Group 2</p>	<p>Phase 3 completes the Cityworks deployment to individual departments.</p>	<ul style="list-style-type: none"> • Initial Review & Detailed Requirements • GIS Data Design & Development • Cityworks Configuration • SR Website Configuration • Reports and Analytics • System Review • Training and Documentation • Testing • Deployment • Support 	<ul style="list-style-type: none"> • 2.5 days of on-site Cityworks configuration requirements workshops • Draft and Final Configuration Specification Document. • 1/2 day on-site Geodatabase design specification workshop • Draft and final geodatabase design specification • Geodatabase database model deployed to the Development and Testing environments • Support to County-led deployment of geodatabase changes to production • Configured Cityworks system in the development or test environment • Developed Interfaces in the County Test environment along with all source code • Support County-led deployment of interfaces to the Production environment • 2 Interface Check-Point Demonstrations • 3 Web site review meetings • Draft and final web site technical administration guide • Draft and final report specification documents • Completed reports in the development environment • Support County-led deployment of final reports to the production environment • POWER will provide technical expertise and support as needed across the identified implementation groups, specific to report customizations and enhancements. • Configured Cityworks system • Updated configuration specification • 3 days on-site configuration review workshops • ½ day of core team training • 3 days of soft launch training • 3 days of production training • 1 day of admin training

			<ul style="list-style-type: none">• Custom training slides• Custom end-user guides for each department• SR Website one page training guide• System administrators guide• GIS maintenance procedures• Draft and final project test plan• Draft and final project test cases to support business processes• Soft Launch/Acceptance testing coordination and facilitation• Remediation of identified defects and configuration changes• Deployed Cityworks system• 3 days of on-site coaching• POWER will provide up to 40 hours of remote telephone, email and web support• Two-day on-site system evaluation and support workshop
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Exhibit E Personal Data Protection

(a) “County Personal Data” includes any information relating to an identified or identifiable natural person that is obtained by Contractor from County. “Processing” includes any operation or set of operations performed upon County Personal Data, such as collection, recording, organization, storage, adaptation or alteration, retrieval, accessing, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

(b) Contractor shall view and Process County Personal Data only on a need-to-know basis and only to the extent necessary to perform this Agreement, unless otherwise instructed in writing by County. Contractor shall use appropriate technical and organizational measures to ensure the security and confidentiality of County Personal Data in order to prevent, among other things, accidental, unauthorized or unlawful destruction, modification, disclosure, access or loss of such County Personal Data. Contractor shall immediately inform County of any breach of this security and confidentiality undertaking, unless Contractor is prohibited from doing so by law.

(c) Upon termination of this Agreement, for whatever reason, Contractor shall stop the Processing of County Personal Data, unless instructed otherwise by County in writing, and these undertakings shall remain in force until such time as Contractor no longer possesses County Personal Data.

(d) Contractor understands and agrees that County may use Contractor’s personal data (“Contractor Personal Data”) as specified herein or elsewhere in communications to Contractor, Contractor’s affiliates, employees or representatives. Such Contractor Personal Data may fall within the following categories of data: identity, photograph and contact information, information related to this Agreement and its performance (including, but not limited to, assignment, location, time, costs, and price), information related to Contractor’s financial situation, and job qualifications of Contractor’s employees. Contractor Personal Data will be used for purposes related to the selection of suppliers and to the performance of this Agreement, including, but not limited to, supplier and payment administration, task allocation, training, assessment of Contractor’s performance under this Agreement, and any task orders, cost analysis, statistics, and the provision and control of access and use of County facilities and tools. Contractor agrees that Contractor will comply with all legal requirements, including, but not limited to, obtaining the consent of the data subject, where required, prior to transferring any Contractor Personal Data to County. Thereafter, County will take appropriate measures to ensure that Contractor Personal Data is stored securely and in conformity with applicable data protection laws. In particular, County will provide data subjects with access to personal data relating to them as provided under applicable law. Requests for access, rectifying errors, and any objections shall be brought to County’s attention by contacting the appropriate County Risk Manager.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT	AS REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 33 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of

Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

(This form is to be completed by the bidder/proposer and the DBE named for submission with bid/proposal)

PROJECT No.: RFP#98150023 PROJECT TITLE: Enterprise Cityworks Implementation

TOTAL CONTRACT AMOUNT \$ 731.510.19 DBE Goal: 10%

Name & Address of DBE(*)	Scope of Work Detailed Description	DBE Contract Amount	% of Total Contract
Abernathy Consulting, LTD 2000 Pewaukee Rd, Suite 0 Waukesha, WI 53188	Training and System Documentation GIS/IT Support Project Administrative Support	\$73,151	10%

(* Separate commitment form must be completed for each DBE firm)

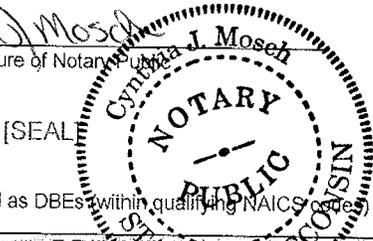
Bidder/Proposer Commitment (To be completed by firm committing work to DBE)

I certify that the DBE firm listed quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from DBE firm listed herein. Our firm POWER Engineers, Inc. (Phone No. (920) 432-1820), or one of our subcontractors, will enter into contract with the DBE firm listed, for the service(s) and amount(s) specified when awarded this contract. A copy of the contract between our firm and that of the named DBE will be submitted directly to CBDP within seven (7) days from receipt of Notice-to-Proceed on this contract. 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 law.

[Signature] Signature of Authorized Representative
Bart Koenig, Business Unit Director Name & Title of Authorized Representative
3/11/16 Date

Subscribed and sworn to before me this 11 day of March, 2016

Cynthia J. Mosch Signature of Notary Public
State of WI. My Commission expires 4/1/18



* Only firms certified as DBEs within qualifying NAICS codes by the State of Wisconsin UCP prior to bid/proposal opening will be credited on this contract

DBE Affirmation (To be completed by DBE Owner/Authorized Representative)

- I affirm that the State of Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the State of Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by POWER Engineers, Inc.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the Milwaukee County project specified herein to be completed with my own forces, unless otherwise approved by CBDP.
- I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project.

Edna Abernathy Signature of Authorized DBE Representative
Edna Abernathy, President Name & Title of Authorized DBE Representative
3/7/2016 Date

FOR CBDP USE ONLY

Commitment number ___ of ___ Project Total: (A) ___ (V) \$ ___ Total % ___
Verified with: Rick Norris DocuSigned by: Rick Norris Date: 4/29/2016



COMMUNITY BUSINESS DEVELOPMENT PARTNERS

MILWAUKEE COUNTY

Participation Recommendation

To be completed by project owner. Please, direct questions regarding this form to CDBP, 414-278-4851 or
 cbdpcpliance@milwaukeecountywi.gov

FUNDING SOURCE

Local State Federal Grant If Federally Funded, what percentage? _____%

Federal Source of Funds: FAA FTA DOT (includes WisDOT) Other: _____

CONTACT INFORMATION

Contract Administrator: _____ Phone: _____ Date: _____

Email Address _____ Fund: _____ Agency: _____ 1160 Org No. _____ 1151

PROJECT INFORMATION

Project Name: Enterprise Cityworks Implementation Project No.: WO948

Contract Scope/Project Description (**attach scope/description of work or estimating sheet**):

This Professional Services Agreement is for the provision of services to implement, design, and configure an enterprise-wide Cityworks application for Parks, Zoo, HOC, Facilities, Economic Development, Transit, and Fleet.

Contracting Opportunities (List NAICS codes): _____

RFP/BID will be used (Yes/No) Yes Advertising Date: 12/4/15 Bid/Proposal Due Date: 1/19/2016

TYPE OF PROJECT

Professional ServicesEstimated AmountRecommended Participation

\$ 717,510.19

10 %

Construction RelatedEstimated AmountEstimated AllowanceRecommended Participation

\$ _____

\$ _____

_____ %

\$ _____

\$ _____

_____ %

APPROVALS

Is county board approval required? No (Based on §59.52(6) granting Co. Exec authority to execute.)

Resolution #: _____ (**attach resolution**)

WAIVER REQUEST

Request for a goal of 0% requires signature of department head, a full scope of project and explanation.

Explanation: _____

Department/Division Administrator Name _____

Signature _____

Date _____

CDBP USE ONLY

Concur with Recommendation , or provide the following goals: _____ %

This contract is exempt from a participation goal: Yes No

DocuSigned by:

Rick Morris

Approved: _____

Date: 4/29/2016

*	NAICS CODE	DESCRIPTION
	212319	Other Crushed & Broken Stone Mining & Quarrying
	212321	Construction Sand & Gravel Mining
	212322	Industrial Sand Mining
	236117	New Housing Operative Builders
	236118	Residential Remodelers
	236210	Industrial Building Construction
	236220	Commercial & Institutional Building Construction
	237110	Water & Sewer Line & Related Structures Construction
	237120	Oil & Gas Pipeline & Related Structures Construction
	237130	Power & Communication Line & Related Structures Construction
	237310	Highway, Street & Bridge Construction
	237990	Other Heavy & Civil Engineering Construction
	238110	Poured Concrete Foundation & Structure Contractors
	238120	Structural Steel and Precast Concrete Contractors
	238130	Framing Contractors
	238140	Masonry Contractors
	238150	Glass and Glazing Contractors
	238160	Roofing Contractors
	238170	Siding Contractors
	238190	Other Foundation, Structure & Building Exterior Contractors
	238210	Electrical Contractors & Other Wiring Installation Contractors
	238220	Plumbing, Heating & Air-Conditioning Contractors
	238290	Other Building Equipment Contractors
	238310	Drywall & Insulation Contractors
	238320	Painting and Wall Covering Contractors
	238330	Flooring Contractors
	238340	Tile & Terrazzo Contractors
	238350	Finish Carpentry Contractors
	238390	Other Building Finishing Contractors
	238910	Site Preparation Contractors
	238990	All Other Specialty Trade Contractors
	323114	Quick Printing
	323116	Manifold Business Forms Printing
	323117	Books Printing
	323119	Other Commercial Printing
	325998	All Other Miscellaneous Chemical Product & Preparation Manufacturing
	327215	Glass Product Manufacturing Made of Purchased Glass
	327320	Ready-Mix Concrete Manufacturing
	331210	Iron & Steel Pipe & Tube Manufacturing from Purchased Steel
	332116	Metal Stamping
	332311	Prefabricated Metal Building & Component Manufacturing
	332312	Fabricated Structural Metal Manufacturing
	332321	Metal Window & Door Manufacturing
	332322	Sheet Metal Work Manufacturing
	332323	Ornamental & Architectural Metal Work Manufacturing
	332510	Hardware Manufacturing
	423210	Furniture Merchant Wholesalers
	423310	Lumber, Plywood, Millwork & Wood Panel Merchant Wholesalers
	423320	Brick, Stone & Related Construction Material Merchant Wholesalers
	423330	Roofing, Siding & Insulation Material Merchant Wholesalers
	423390	Other Construction Material Merchant Wholesalers
	423510	Metal Service Centers & Other Metal Merchant Wholesalers
	423610	Electrical Apparatus & Equipment, Wiring Supplies & Related Equipment Merchant Wholesalers
	423690	Other Electronic Parts & Equipment Merchant Wholesalers
	423710	Hardware Merchant Wholesalers
	423720	Plumbing & Heating Equipment & Supplies (Hydronics) Merchant Wholesalers
	423730	Warm Air Heating & Air-Conditioning Equipment & Supplies Merchant Wholesalers

423740	Refrigeration Equipment & Supplies Merchant Wholesalers
423840	Industrial Supplies Merchant Wholesalers
443120	Computer & Software Stores
445299	All Other Specialty Food Stores
453110	Florists
453210	Office Supplies and Stationery Stores
453998	All Other Miscellaneous Store Retailers (except Tobacco Stores)
454210	Vending Machine Operators
454390	All Other Direct Selling Establishments
485991	Special Needs Transportation
485999	All Other Transit & Ground Passenger Transportation
488410	Motor Vehicle Towing
492110	Couriers & Express Delivery Services
492210	Local Messengers & Local Delivery
493110	General Warehousing & Storage
517110	Wired Telecommunications Carriers (except Satellite)
523120	Security Brokers and Dealers
523930	Investment Advice
524210	Insurance Agents, Brokers and Service
524291	Claims Adjusting
524292	Third Party Administration of Insurance
532490	Equipment Rental and Leasing, NEC
541110	Office Administrative Services
541211	Accounting, Auditing and Bookkeeping
541213	Tax Return Preparation Services
541219	Accounting Services/Other
541310	Architectural Services
541320	Landscape Architectural Services
541330	Engineering Services
541340	Drafting Services
541360	Geophysical Surveying & Mapping Services
541370	Surveying & Mapping (Except Geophysical) Services
541380	Testing Laboratories
541410	Interior Designs Services
541420	Industrial Design Services
541430	Commercial Art and Graphic Design / Graphic Design Services
541511	Custom Computer Programming Services
541512	Computer Systems Design Services
541513	Computer Facilities Management Services
541611	Management Consulting Services
541613	Marketing Consulting Services
541618	Other Management Consulting Services
541620	Environmental Services
541730	Landscape Services (lawn care, sod laying, seeding, installations, etc.)
541810	Advertising Agencies
541820	Public Relations Services
541860	Direct Mail Advertising Services
541910	Educational Research Commercial
541922	Photographic Services
541930	Translation and Interpretation Services
561110	Legal Services
561210	Facilities Support Services
561320	Temporary Help Services
561410	Computer Process/Data Preparation and Processing
561439	Photocopying and Duplicating Services
561440	Collection Services
561510	Travel Agencies

Certificate Of Completion

Envelope Id: CF35CAF53B494451AED324CB38450A16

Status: Sent

Subject: Please DocuSign: POWER PSA - Master Agreement

Source Envelope:

Document Pages: 178

Signatures: 7

Envelope Originator:

Certificate Pages: 6

Initials: 0

Erin Schaffer

AutoNav: Enabled

901 N 9th St

Envelopeld Stamping: Enabled

Ste 301

Time Zone: (UTC-06:00) Central Time (US & Canada)

Milwaukee, WI 53233

erin.schaffer@milwaukeecountywi.gov

IP Address: 204.194.251.5

Record Tracking

Status: Original

Holder: Erin Schaffer

Location: DocuSign

4/26/2016 12:52:29 PM

erin.schaffer@milwaukeecountywi.gov

Signer Events

Signature

Timestamp

Bart Koenig

bart.koenig@powereng.com

Business Unit Director

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Bart Koenig
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Laurie Panella

Laurie.Panella@milwaukeecountywi.gov

Chief Information Officer

Milwaukee County

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Laurie Panella
852C38E74604439...

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Amy Pechacek

Amy.Pechacek@milwaukeecountywi.gov

Director of Risk Management

Milwaukee County

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Amy Pechacek
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Electronic Record and Signature Disclosure:

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ID: 55fe780a-2930-46fa-8578-dc7e4fbad47c

Rick Norris

Rick.Norris@milwaukeecountywi.gov

CBDP Director

Milwaukee County

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Rick Norris
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Sent: 4/27/2016 11:56:41 AM

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

ID:

Signer Events**Signature****Timestamp**

Scott B. Manske
 comptrollersignature@milwcnty.com
 Comptroller
 Milwaukee County
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

DocuSigned by:

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Corporate Counsel
 corpcounselsignature@milwcnty.com
 Deputy Corporation Counsel
 Milwaukee County
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

Sent: 5/5/2016 11:40:21 AM

Chris Abele
 cabele@milwcnty.com
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

Corporate Counsel
 corpcounselsignature@milwcnty.com
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Laura Bahr
 Laura.Bahr@milwaukeecountywi.gov
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

Lacey Oldenburg
 Lacey.Oldenburg@milwaukeecountywi.gov
 Security Level: Email, Account Authentication (None)

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign
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Security Level: Email, Account Authentication
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Notary Events	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/5/2016 11:40:21 AM
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Electronic Record and Signature Disclosure

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- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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