



MILWAUKEE COUNTY
DEPARTMENT OF HEALTH AND HUMAN
SERVICES

REQUEST FOR PROPOSAL

SANDWICHES

Date Issued: January 17, 2012

Responses Due: February 15, 2012 by 4:30 PM CST



Milwaukee County

January 2012

To: Business Organizations, Individuals and other Interested Parties:

The Milwaukee County Department of Health and Human Services (DHHS) Behavioral Health Division invites business organizations and interested parties to participate in the Request for Proposal (RFP) to deliver Sandwiches to be purchased in the year 2012.

Included in this RFP are services to be provided at two DHHS facilities.

Application materials are available as of **January 17, 2012** from the Milwaukee County DHHS Contract Administration site: http://county.milwaukee.gov/DHHS_bids.

Questions pertaining to this RFP should be submitted in writing **no later than January 27, 2012**, via email to the Milwaukee County Department of Health and Human Services at: dhsca@milwcnty.com. The subject line should reference "Sandwich RFP - Question". Written answers will be posted by February 3, 2012 at: http://county.milwaukee.gov/DHHS_bids.

All proposals are due no later than 4:30 p.m. CST on **Wednesday, February 15, 2012** as detailed in the RFP.

Thank you for your interest in providing services to Milwaukee County by participating in this RFP process.

Sincerely,

A handwritten signature in black ink, appearing to read "Héctor Colón".

Héctor Colón, Director
Department of Health and Human Services

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Milwaukee County Department of Health and Human Services (DHHS) is soliciting competitive sealed proposals from qualified firms to provide sandwiches at two facilities, complying with all terms and conditions described in this document.

1.0 INSTRUCTIONS TO THE VENDOR

The RFP Manager is Diane Gallegos.

Diane Gallegos, Contract Coordinator
 Milwaukee County Behavioral Health Division
 9455 W. Watertown Plank Road, Room #1107-5
 Milwaukee, WI 53226
 Phone: 414-257-7313
 Fax: 414-257-7174
 Email: diane.gallegos@milwcnty.com

RFP Materials can be downloaded from the Milwaukee County DHHS Contract Administration site: http://county.milwaukee.gov/DHHS_bids. This site should be checked frequently, as all revisions/amendments to the RFP and the written answers to the questions will be posted on the website. It is the responsibility of the applicant to respond to all requirements as they appear in the posted revisions.

1.1 Communication/Questions

Vendors are expected to raise any questions they have concerning the RFP document as soon as they become aware of them. Any questions or requests for clarifications must be directed **in writing** to Diane Gallegos at dhhsca@milwcnty.com. The subject line of the email must be labeled “**Sandwich RFP - Question**”. The only contact allowed with DHHS staff is through Diane Gallegos, as stated above. **Unauthorized contact of any DHHS employee is cause for rejection of the bid.** Any additional information or clarifications that are provided to one bidder will be provided to all bidders in the form of an addendum posted to the Milwaukee County DHHS Contract Administration site at http://county.milwaukee.gov/DHHS_bids. Vendors are responsible for checking this site for any addenda that may be issued.

Proposers must submit their written inquiries via email to Diane Gallegos at dhhsca@milwcnty.com on or before **January 27, 2012**. **All questions must cite the appropriate RFP section number.** Only the final answers to the questions posted on the below website and identified as “Final” will be considered official. It is the intent of the County that these questions will be answered and posted by **February 3, 2012** at: http://county.milwaukee.gov/DHHS_bids.

1.2 Timeline

Milestone	Date
RFP Issued	January 17, 2012
Written Questions Due	January 27, 2012
Responses to Written Questions Posted	February 3, 2012
RFP Responses Due	4:30 p.m. CST on February 15, 2012
Proposal Evaluation and Taste Testing	February 16, 2012 - March 9, 2012
Estimated Contract Start Date*	May 1, 2012
*Contract may begin sooner if mutually agreed upon by County and selected vendor.	

1.3 Submission of the Response

Proposers must submit **one original copy of the per unit pricing in a separate sealed envelope marked “Price” and one original and six (6) copies** of all other materials required for acceptance of their proposal by **4:30 p.m. CST on February 15, 2012.**

Proposals may be mailed or delivered to:

Marcia P. Coggs Human Services Center
Attention: Diane Gallegos
Room 302
1220 West Vliet Street
Milwaukee, WI 53205

Proposals must be received in the above office by the specified time stated above. All proposals must be time-stamped as accepted by Milwaukee County by the stated time. Proposals not so stamped will not be accepted.

Each proposal should include one original copy of the per unit pricing in a separate sealed envelope marked “Price”, and one original and six copies of all other information per the format prescribed in Sec. 2.1. To ensure confidentiality of the document, all proposals must be packaged, sealed and show the following information on the outside of the package:

- Proposer's name and address
- RFP title
- Proposal due date

The Proposer is responsible for any proposal inaccuracies, including errors in the Proposer’s Price/Cost Proposal and any best and final offer (if applicable). The County reserves the right to reject proposals that contain errors or, at its sole discretion, waive disqualifying errors or gain clarification from a Proposer, in the event that it is in the best interest of the County to do so.

1.4 Disadvantaged Business Enterprise Utilization

Milwaukee County has set a goal of 17% participation of Disadvantaged Business Enterprises (DBEs) in all Procurement contracts. Applicable Milwaukee County DBE forms included with this RFP in Attachment D must be completed, signed and submitted with each proposal. For more information, contact the Community Business Development Partners office at 414-278-5248.

Please note: If you are certified as a DBE vendor, subcontracting with a DBE is not a requirement. Please include a copy of your certification with your application.

1.5 Certification of Independent Price Determination

By responding to this proposal, the Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

The prices in this Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder/Proposer or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Proposer or to any competitor; and

No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

1.6 Miscellaneous

The Contractor shall agree that the Contract and RFP shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin and will be under Jurisdictions of Milwaukee Courts.

2.0 PROPOSAL FORMAT AND CONTENT

Responses are to be formatted and tabbed in the form and sequence described in Section 2.1. Responses not following the format outlined may not be considered. The evaluation and selection of a vendor will be based on the information submitted in the vendor's response. Elaborate proposals (i.e. expensive artwork), beyond that sufficient to present a complete and effective response, are not necessary or desired. Additional data can be provided in appendices.

Applications submitted by an agency become the property of Milwaukee County upon submission. For agencies awarded a contract, the application material submitted is placed in an agency master file that becomes part of the contract with Milwaukee County. Successful application material becomes public information and is subject to the open records law only after the procurement process is completed and a contract is fully executed. Prior to the granting of contract awards and the full execution of a contract, the application is considered a "draft" and is not subject to the open records law except to appellant(s) to the award, subject to the proprietary information restriction as detailed below.

DHHS will destroy all unsuccessful proposals after the period of appeal has passed and if no appeal is pending at that time. The detailed and summary proposal review scoring records will be retained until the awarded contract is fully executed.

Multiple proposals from a vendor will be permitted.

Withdrawal of Proposal -Refer to Terms and Conditions of Request for Proposal.

2.1 Response Organization

Section 1: Cover Letter and Vendor Information Sheet (Attachment A)

The Cover Letter and Vendor Information Sheet must be signed by a vendor representative and submitted as Section 1 of the response. Please include all contact information.

Section 2: Content of Services

Provide a description of the proposed services, including how the proposal will address the specifications included in Section 5.0 of the RFP.

Section 3: Vendor Qualifications and References

Provide a brief description of the vendor, including history; number of years the vendor has been in business; type of services provided; and legal status of vendor organization, i.e. corporation, partnership, etc.

Include documentation to verify Proposer's capacity of adequate financial support, assets, and organization to provide the products and services required in this RFP.

Describe successful projects or experiences in environments comparable or greater in size to Milwaukee County.

Vendor References

Vendor shall provide at least three client references including the names of the individual(s) you would propose DHHS contact, together with phone numbers and company names and addresses.

DHHS reserves the right to contact or visit any party listed as a reference that has previously used, or is presently using your products or services in a manner similar to those proposed by the vendor. DHHS also reserves the right to use other sources to obtain information about the proposed products and services.

Section 4: Price Information

Respondents are required to use the attached Price/Cost Sheet (Item #1). Respondents to this RFP must clearly state their firm's pricing structure. All fees, charges, billing rates, etc. must be explained in detail (Attach a separate sheet for narration). Unit prices are to be quoted per type of sandwich specified. The price quoted must include the following:

1. Delivery to the respective locations at time specified.
2. Applicable equipment to keep sandwich at proper serving temperature.
3. Packaging (paper sandwich wrap), condiments and napkins.

All prices quoted in this proposal must already have discounts figured into them. It is not possible for us to figure in your discounts for net pricing. This is your responsibility.

Section 5: Designation of Information as "Confidential" or "Proprietary"

Any restriction on the use of data contained within a request must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable 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.

Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information and which 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 E). Confidential information must be labeled as such. Costs (pricing) always become public information when proposals are opened, and therefore cannot be kept confidential. Any other requests for confidentiality MUST be justified in writing on the form provided and included in the proposal submitted.

Section 6: Additional Required Forms

Year 2012 Conflicts of interest and Prohibited Practices (Item #2)

Year 2012 Equal Employment Opportunity Certificate (Item #3)

Year 2012 Equal Opportunity Policy (Item #4)

Certification Regarding Debarment and Suspension (Item #5)

Additional Disclosures (Item #6)
Department of Audit Hotline (Item #7)

Section 7: Additional Materials, Brochures, Etc.

Please only include relevant and necessary information.

3.0 PROPOSAL SELECTION AND AWARD

3.1 Evaluation Criteria

A DHHS evaluation committee will be established to evaluate Proposers' responses to each of the RFP requirements. Each response will be reviewed, discussed, evaluated, and ranked by each of the committee members. Proposals should be complete on their face. Proposals that do not comply with instructions or are unable to comply with specifications contained in this Request for Proposal may be rejected by Milwaukee County. Milwaukee County retains the right to accept or reject any or all Requests for proposals, or accept or reject any part of a proposal, or to award only a portion of the requested services, as is deemed to be in the best interest of Milwaukee County. Milwaukee County shall be the sole judge as to compliance with the instructions contained in this Request for Proposal.

After opening of responses, DHHS reserves the right to waive irregularities in any proposal, to request clarifying information it deems appropriate from one or more respondents, to request supplemental information from all of the respondents, and to factor any additional information into the evaluation. DHHS may or may not require oral presentations in person or on the telephone and may request further information.

Proposals will be ranked based on the following criteria:

Price quoted	30%
Service performance (references)	30%
Evaluation panel acceptance/taste preference	30%
Menu selection	10%

3.2 Negotiations

DHHS may, at its sole option, open negotiations with the highest ranked vendor after the proposal closing date and prior to award. DHHS also reserves the right to open negotiations with the second highest-ranked vendor if negotiations with the highest ranked vendor are not successful. DHHS reserves the right to delete or add services until the final contract signing.

A contract will be awarded to a responsible and responsive vendor whose proposal is most advantageous to DHHS with price and other factors considered. For the purposes of this RFP, responsiveness is defined as a vendor's conformance to the requirements of the solicitation. Being non-responsive includes the failure to furnish information requested.

Responsible vendors are defined as vendors judged to have the ability to perform successfully under the terms of the contract. A responsible vendor has adequate financial resources or the ability to obtain such resources; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organizational and technical skills.

3.3 Right to Reject Proposals and Negotiate Contract Terms

The DHHS reserves the right to reject any and all Proposals. This RFP does not commit the DHHS to award a contract, or contracts.

Refer to additional Terms and Conditions of Request for Proposal (Attachment B).

3.4 Contract Award

Refer to Terms and Conditions of Request for Proposal (Attachment B).

3.5 Notification of Intent to Award

All vendors who responded with a proposal to this RFP will be notified in writing of the County's intent to award the contract as a result of this RFP.

After Notification of Intent to Award is made, summaries of all Proposals will be made available for other Proposer's inspection subject to proprietary information exclusion mentioned in Attachment E. Any such inspection will be conducted under the supervision of County staff. A summary of each Bid/Proposal, with the name of the bidder will be made available for inspection for ten days from the date of issuance of letter of "Notice of Intent to Award" between 8:00 a.m. to 4:30 p.m. at:

Milwaukee County Behavioral Health Division
9455 West Watertown Plank Road, Suite 1107-5
Wauwatosa, WI 53226

Vendors should schedule proposal reviews with RFP Manager by phone at 414-257-7313 to ensure that space is available for the review.

3.6 Appeal Process and Unsuccessful Proposers Debriefing

Refer to Terms and Conditions of Request for Proposal (Attachment B).

3.7 Contract Terms and Funding

The contract(s) shall be between the County of Milwaukee, known as the "County" and the successful bidder known as the "Contractor".

The County reserves the right to execute separate contracts for each Agency/Department with successful vendor(s), i.e., one for BHD Psychiatric Crisis Services and one for Juvenile Detention Center.

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for three (3) years with, an option by mutual agreement of the County and Contractor, to renew for two additional one-year periods.

The price established by this contract shall remain fixed for the first (1) year, and may be adjusted in subsequent years and for contract extensions. Any proposed price adjustment (may be based on CPI or inflation or 5% max.) shall be submitted to the County at least sixty (60) days prior to contract anniversary start date, and if approved, will be effective on that date for the subsequent contract period.

3.8 Billing/ Payment Requirements

Contractor shall invoice the County monthly for deliveries rendered under the provisions of the contract. Invoicing after each month's service shall be no later than the 10th business day of the month following the end of the month and in the required format.

Milwaukee County reserves the right to make an adjustment to the monthly invoice based on quantity or quality.

Invoices shall be sent electronically for approval, in such format as required, to the Behavioral Health Division (BHD).

3.9 Contract Probation

The contractor may be placed on probation when performance at any facility during two (2) consecutive months or three (3) months of any six (6) month period of the contract is evaluated by Milwaukee County DHHS as unacceptable, and may result in the vendor receiving a deduction(s) from the pricing structure established.

The probationary period shall be for three (3) months. The contractor's failure to maintain overall performance at the required standards during any month of probation may result in contract cancellation. The County shall determine the exact date of contract cancellation.

3.10 Affirmative Action Plan

All contractors with an annual workforce of fifty (50) or more employees are required to submit a written affirmative action plan within one hundred twenty days (120) days after the award of the contract. The written affirmative action plan shall be submitted to:

Mr. Paul Grant, Audit Compliance Manager
Milwaukee County Department of Audit
2711 West Wells Street
Milwaukee, WI 53208
Phone: (414) 278-4292

"Affirmative Action Plan" is a written document that details an affirmative action program. Key parts of an affirmative action plan are: (1) a policy statement pledging nondiscrimination and affirmative action employment, (2) internal and external dissemination of the policy, (3) assignment of key employee as the equal opportunity officer, (4) a workforce analysis that identifies job classification where representation of women, minorities and the disabled is deficient, (5) goals and timetables that are specific and measurable and that are set to correct deficiencies and to reach a balance of work force, (6) revision of all employment practices to ensure that they do not have discriminatory effects, (7) establishment of internal monitoring and reporting systems to measure progress regularly, (8) **DBE Participation is required up to 17% of the value of the contract(s)** (see Attachment D).

3.11 Termination of Contract

The County may terminate the contract at any time at its sole discretion by delivering thirty (30) days written notice to the contractor. Upon termination, the County's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the County. 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.

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.

4.0 ABOUT MILWAUKEE COUNTY

In addition to providing meals for persons in its care or custody, Milwaukee County provides snacks, including in the form of sandwiches, to consumers in the Juvenile Detention Center and Behavioral Health Division Psychiatric Crisis Services. As such, it is the intention of Milwaukee County to enter into a contract for delivery of sandwiches at both of these locations to supplement BHD's existing food service contract. General information about the two delivery locations is provided in the following sections.

4.1 Juvenile Detention Center

The Juvenile Detention Center, part of DHHS, is a 120-bed, 24/7 secure detention facility, which primarily houses juveniles who present a safety risk to the community and are being held pending court proceedings. Custody intake staff screen and assume custody of youth that are released to the Juvenile Detention Center by law enforcement for continued custodial determination.

4.2 Behavioral Health Division

The Behavioral Health Division, part of DHHS, is a public sector system for the integrated treatment and recovery of persons with serious behavioral health disorders. Within BHD, Psychiatric Crisis Services is composed of multiple programs that assist individuals in need of immediate mental health intervention to assess their problems and develop mechanisms for stabilization and linkage. The Psychiatric Crisis Service/Admission Center (PCS) serves between 12,000 and 14,000 patients each year.

5.0 SANDWICH SPECIFICATIONS

5.1 Delivery Locations

The following are the delivery locations and daily delivery requirements for the facilities involved in this bid:

- A. Juvenile Detention Center
10201 West Watertown Plank Road
Milwaukee, WI 53226

Approximately 100-120 sandwiches, Delivered by 3 p.m., Monday-Saturday
Census plus 20 sandwiches is faxed or emailed in by 9 a.m. to vendor
Saturday delivery is doubled for Sunday
On holidays, the order is placed the day before

- B. Psychiatric Crisis Services
9455 West Watertown Plank Road
Milwaukee, WI 53226

Approximately 40-50 sandwiches, Delivered by 3 p.m., Monday-Saturday
Census plus 10 sandwiches is faxed or emailed in by 9 a.m. to vendor
Saturday delivery is doubled for Sunday
On holidays, the order is placed the day before

5.2 Ingredients and Processing Specifications

The following are minimum requirements for the sandwiches that are produced:

- A. Sandwich with meat and cheese:
 - 1. Bread: 2.5 – 2.8 oz
 - 2. Meat: 1.5 oz
 - 3. Cheese: 0.5 oz

- B. Sandwich with meat only:
 - 1. Bread: 2.5 – 2.8 oz
 - 2. Meat: 2 oz

- C. Salad sandwich (e.g. tuna, egg):
 - 1. Bread: 2.5 – 2.8 oz
 - 2. Salad: 2.5 oz

Cheeses (e.g. Cheddar, Swiss, Monterey Jack) shall be all natural, non-processed, when served as a sandwich ingredient and sandwich spread. American Process Cheese may also be served as an alternative sandwich ingredient.

Processed lunch meats such as bologna and salami shall be a quality "all meat" or a turkey product.

Meat and cheese sandwiches need to be individually wrapped. Salad type sandwiches need to be delivered in individual plastic containers. Quotes should include appropriate condiments (e.g. mayo). The type of sandwich served at each location should be varied on a 2-week cycle rotation.

5.3 Laws

All foods furnished under this bid must comply in all respects to standards and regulations established by Federal and Wisconsin Laws including the Federal Food, Drug, and Cosmetic Act as amended and subsequent decisions of the U.S. Department of Agriculture.

5.4 Ordering

Quantities for sandwiches listed in section 5.1 are estimates based on recent usage. Milwaukee County reserves the right to alter or vary these quantities, purchasing lesser or additional amounts based on day-to-day usages as the year progresses. It will be the Supervising Manager of each location who is responsible for determining the quantity of sandwiches needed for each day.

5.5 Delivery

All deliveries will be made to the abovementioned delivery areas on a daily basis unless otherwise notified of a change by the Supervising Manager. Exact delivery arrangements will need to be coordinated with the Supervising Manager at each location. Deliveries will begin as agreed upon after bid acceptance. Delivery temperatures and packaging must meet all State of Wisconsin Food Code for transportation of prepared foods.

5.6 Samples

During the evaluation period, Milwaukee County will request samples of all sandwiches bid. After the bid opening, the RFP Manager will notify Proposers of the date, time, and place for sample delivery.

6.0 GENERAL REQUIREMENTS

6.1 Incurring Costs

Neither Milwaukee County nor its Authorized Representatives are responsible for expenses incurred by a Proposer to develop and submit its Proposal. The Proposer is entirely responsible for any costs incurred during the RFP process, including site visits for discussions, face-to-face interviews, presentations or negotiations of the Contract.

6.2 Qualifying Bids

Any special conditions or qualifications concerning price, delivery, ordering, etc., of items bid must be noted on the bid forms.

6.3 Deviation from Specifications

All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of deviations from specifications at the time of bid submittal will hold the bidder strictly accountable to the County to the specifications as written. Any deviations from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or item when delivered.

6.4 Taxation

Milwaukee County is exempt under the Sales Tax and Use Tax Laws of the State of Wisconsin, and the bidder shall not include such taxes in the bid prices or in subsequent invoicing.

ATTACHMENT A

SAMPLE COVER LETTER

(ON VENDOR LETTERHEAD)

DATE:

Diane Gallegos, RFP Manager
Marcia P. Coggs Human Services Center
1220 West Vliet Street, Room 302
Milwaukee, WI 53205

Dear Ms. Gallegos:

I am familiar with the *“Request for Proposal for Sandwiches”* set forth by Milwaukee County and am duly authorized to submit the attached proposal, and Price/Cost Sheet and other submissions required per Section 2.1 of RFP, which, to the best of my knowledge, is a true and complete representation of the requested materials.

Sincerely,

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Vendor Name: _____

VENDOR INFORMATION SHEET

This form must be completed and submitted with bid response. It is intended to provide Milwaukee 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 Milwaukee County if any clarification of the vendor's response should become necessary.

Vendor Name: _____

Vendor Address: _____

Phone Number: _____ Fax: _____

E-mail: _____

Vendor Contact Person: _____

Phone Number: _____ Email: _____

Vendor Response Prepared By:

Name: _____ Title: _____

Signature: _____

ATTACHMENT B – TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL

TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL

1. **Negotiations**
This is a negotiated procurement. Negotiation is a procedure that includes the receipt of proposals from offerors, permits bargaining, and usually affords an opportunity to revise offers before award of a contract. Bargaining – in the sense of discussion, persuasion, alteration of initial assumption and positions and give – and take may apply to price, schedule, technical requirements, type of contract, or other terms of a proposed contract.
2. **Binding Contract**
A proposal received in response to a Request for Proposal (RFP) is an offer that can be accepted by Milwaukee County to create a binding contract.
3. **Rights to Award Without Negotiations**
The Milwaukee County Purchasing Administrator may make an award on the basis of the original proposal, without negotiations with an offeror.
4. **Awards**
In awarding a contract, price is but one factor to be considered, and the award is not required to be made to the lowest responsive, responsible offeror. Awards shall be made to the responsive, responsible firm whose proposal overall is the most advantageous to the County, as determined in the sole opinion of the Milwaukee County Purchasing Administrator.
5. **Rejection of Proposals**
The County reserves the right to reject all proposals if the Purchasing Administrator, in his or her sole discretion, determines such rejection to be in the public interest. Such rejection is not subject to appeal to the Purchasing Standardization Committee.
6. **Delays in delivery**
Delays in delivery caused by bonafide strikes, government priority or requisition, riots, fires, sabotage, acts of God or any other delay deemed by Milwaukee County to be clearly and unequivocally beyond the contractor's control, shall be recognized by the County. The vendor may be relieved of meeting delivery time specified, if vendor files with the Purchasing Administrator a request for extension of time, signed by a responsible official, giving in detail the essential circumstances which, upon verification by Purchasing Administrator, justifies such extension.
7. **Patents**
This order is given upon the condition that Milwaukee County is protected by the vendor against all liability, loss or expenses by reasons of any patent or trademark litigation now existing or hereafter instituted, arising out of any alleged infringement of patent or trademark on merchandise hereby ordered, or any part thereof.
8. **Non-Discrimination**
The contractor, lessee, offeror, supplier, purchaser, etc., agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, or handicap, which shall include, but not limited to: recruitment or recruitment advertising; employment; upgrading; demotion or transfer; lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. A violation of this provision shall be sufficient cause for the County to terminate the contract, lease, order, etc. pursuant to County Ordinance 56.17 – Non Discriminatory Contracts.
9. **Delivery terms**
Proposals shall include delivery costs to the specified delivery point, all transportation charges prepaid and borne by the contractor.
10. **Taxes**
Milwaukee County is exempt from Federal Excise Tax and Wisconsin State Sales Tax. Proposals should be submitted without such taxes.
11. **Code of Ethics**
Milwaukee County Code of Ethics states in part. "No person may offer to give to any County Officer or employee or his/her immediate family, and no County Officer or employee or his /her immediate family may solicit or receive anything of value pursuant to an understanding that such officers or employees' vote, official action or judgment would be influenced thereby."
12. **New and Unused**
All equipment shall be new and unused, tried, proven, and in current use and production, unless otherwise agreed to in writing.
13. **Funding**
If funds are not appropriated for payment of this contract, Milwaukee County may terminate contract upon thirty (30) days written notice without any early termination penalties, charges, fees or costs of any kind to Milwaukee County.
14. **Retention of Records**
Contractor agrees to retain all records related to this contract for a period of at least three years from final date of payment under this contract.
15. **Audit of Records**
Contractor shall permit the authorized representatives of the County Auditor, after reasonable notice, the right to inspect and audit all data and records of contractor related to carrying out the contract for a period of up to three years after completion the contract. If subcontractors and/or associates are utilized, prime contractor shall have a written contractual agreement with County approved subcontractors and/or associates which bind the subcontractor to the same audit contract terms and conditions as the prime contractor.

GENERAL DIRECTIONS FOR SUBMITTING PROPOSALS

1. How to respond to Request For Proposals (RFPs) :
All proposals shall be submitted on the official form furnished by the Procurement Division and identified with the firm name and manually signed. Unsigned proposals shall not be considered. If the form does not provide sufficient space, offeror shall attach additional sheets supplying the required information. These sheets shall be properly identified in the response.
2. How to amend a proposal before due date and time:
After a proposal has been filed and the offeror desires to amend the response, the offeror may do so before the due date and time by filing an amendment fully identified with the original proposal submitted by number, commodity and submission date. All of the conditions and provisions of the request for proposal (RFP) shall be in effect. This must be submitted before the date and time for receipt of proposals as set forth in the RFP.

SECTION 32.20

- (14) Computation of time limits expressed in hours or days shall exclude Saturdays, Sundays, and legal holidays.

32.50 PROTEST TO AWARD

- (1) All unsuccessful offerors shall be notified in writing by certified mail return receipt requested, of the pending contract award. Protest to the award must be delivered to

The Purchasing Administrator within seventy-two (72) hours after receipt of notice.

- (2) A protest must be in writing and clearly state the reason for it. The Purchasing Administrator shall review the protest and notify the protestor of a decision, in writing, by certified mail return receipt requested, within five (5) days. No contract shall be awarded while a protest is pending. A protest that is untimely or fails to clearly state the reason for the protest is invalid.
- (3) The decision of the Purchasing Administrator disqualifying the protest for these reasons is final and cannot be appealed.

32.51 APPEALS TO PURCHASING STANDARDIZATION COMMITTEE

- (1) Except as provided in sections 32.46 (3) , 32.49 and 32.50 (3) , protests from the decisions of the Purchasing Administrator shall be made to the Purchasing Standardization Committee by delivering a written request for appeal hearing both to the Procurement Division and the Purchasing Standardization Committee within seventy-two (72) hours after receipt of the Purchasing Administrator's decision.
- (2) The request shall state the grounds upon which the protest is based and shall request an appeal hearing. No contract shall be awarded until final disposition of the protest.
- (3) The Chairman of the Purchasing Standardization Committee shall notify all interested persons of the time and place of the hearing.
- (4) The Purchasing Standardization Committee shall affirm, reverse or modify decision of Purchasing Administrator and its decision shall be final.

Written appeals to the Purchasing Standardization Committee shall be addressed as follows:

**Purchasing Standardization Committee
c/o Milwaukee County Procurement Division
2711 W. Wells Street, 5th Floor
Milwaukee, WI 53208**

32.52 UNSUCCESSFUL OFFEROR DEBRIEFING

Unsuccessful Offeror Debriefing

Unsuccessful offerors, upon their written request shall be debriefed as soon as possible and furnished the basis for the selection decision and contract award. Debriefings shall focus on aspects of the unsuccessful proposal that could have been improved and should not make comparisons with the winning proposal. Debriefing shall not reveal the relative merits or technical standing of competitors or evaluation scoring.

ATTACHMENT C – INSURANCE REQUIREMENTS

INSURANCE

Contractor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, malpractice, errors and omissions, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees or agents. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, Commercial General Liability and/or Business Owner's Liability, Automobile Liability (if the Agency owns or leases any vehicles) and Professional Liability (where applicable) in the minimum amounts listed below.

Automobile insurance that meets the Minimum Limits as described in the Contract is required for all agency vehicles (owned, non-owned, and/or hired). In addition, if any Direct Service Provider of Contractor uses a personal vehicle for any purpose related to the provision of Covered Services, the Contractor shall have Automobile Liability Insurance that meets the Minimum Limits for non-owned and/or hired autos.

Contractor hereby certifies that Contractor's Direct Service Providers who use personal vehicles for any purpose related to the provision of Covered Services have in effect insurance policies in companies licensed to do business in the State of Wisconsin providing protection against all liability, including public liability and property damage, arising out of the use of their automobiles during the course of their employment. Contractor further certifies that said Direct Service Providers have a Driver's License valid in the state of Wisconsin.

If the services provided under the contract constitute professional services, Contractor shall maintain Professional Liability coverage as listed below. Treatment providers (including psychiatrists, psychologists, social workers) who provide treatment off premises must obtain General Liability coverage (on premises liability and off-premise liability), to which Milwaukee County is added as an additional insured, unless not otherwise obtainable.

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

<u>Type of Coverage</u>	<u>Minimum Limit</u>
<u>Wisconsin Workers' Compensation</u> or Proof of all States Coverage	Statutory
<u>Employers' Liability</u>	\$100,000/\$500,000/\$100,000
<u>Commercial General and/or Business Owner's Liability</u>	
Bodily Injury & Property Damage (Incl. Personal Injury, Fire, Legal Contractual & Products/Completed Operations)	\$1,000,000 - Per Occurrence \$1,000,000 - General Aggregate
<u>Automobile Liability</u> Bodily Injury & Property Damage	\$1,000,000 Per Accident

All Autos - Owned, Non-Owned and/or Hired
Uninsured Motorists

Per Wisconsin Requirements

Professional Liability

To include Certified/Licensed Mental Health and
AODA Clinics and Providers
and

\$1,000,000 Per Occurrence
\$3,000,000 Annual Aggregate

Hospital, Licensed Physician or any other
qualified healthcare provider under Sect 655
Wisconsin Patient Compensation Fund Statute

As required by State Statute

Any non-qualified Provider under Sec 655
Wisconsin Patient Compensation Fund Statute
State of Wisconsin (indicate if Claims Made
or Occurrence)

\$1,000,000 Per Occurrence/ Claim
\$3,000,000 Annual Aggregate

Other Licensed Professionals

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

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

Milwaukee County, as its interests may appear, shall be named as, and receive copies of, an “additional insured” endorsement, for general liability, automobile insurance, and umbrella/excess insurance. Milwaukee County DHHS must be afforded a thirty day (30) written notice of cancellation, or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable.

Exceptions of compliance with “additional insured” endorsement are:

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

A Waiver of Subrogation for Workers’ Compensation by endorsement in favor of Milwaukee County is also required. A copy of the endorsement shall be provided.

Contractor shall furnish County annually on or before the date of renewal, evidence of a Certificate indicating the above coverages (with the Milwaukee County Department of Health and Human Services named as the “Certificate Holder,” as noted below). The Certificate shall be submitted for review and approval by County throughout the duration of this Contract. If said Certificate of Insurance is issued by the insurance agent, it is Contractor’s responsibility to ensure that a copy is sent to the insurance company to ensure that the County is notified in the event of a lapse or cancellation of coverage.

CERTIFICATE HOLDER
Milwaukee County Department of Health and Human Services
Contract Administrator
1220 W. Vliet Street, Suite B26
Milwaukee, WI 53205

If Contractor's Professional Liability insurance is underwritten on a Claims-Made basis, the Retroactive date shall be prior to or coincide with the date of this Contract, the Certificate of Insurance shall state that *professional malpractice or errors and omissions coverage, if the services being provided are professional services* coverage is Claims-Made and indicate the Retroactive Date, Provider shall maintain coverage for the duration of this Contract and for six (6) years following the completion of this Contract.

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

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

All coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to County, if requested, to obtain approval of insurance requirements.

Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the Milwaukee County Risk Manager for approval prior to the commencement of activities under this Contract:

Milwaukee County Risk Manager
Milwaukee County Courthouse – Room 302
901 North Ninth Street
Milwaukee, WI 53233

ATTACHMENT D – DBE FORMS

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

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

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

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

5. Prime contractor/service provider must submit with its proposal, the Sub-consultant Information Sheet (**DBD-002 form**); a complete Commitment to Subcontract to DBE Firms (**DBD-014 form**); or if the contractor/service provider is not able to meet the DBE goal, a complete Certificate of Good Faith Efforts (**DBD-001 form**) and all relevant documentation.
6. When evaluating a contractor's proposed DBE commitment (**DBD-014 form**), Milwaukee County reserves the right to request any documentation from both the prime contractor and the listed DBE subcontractors. If the information requested is not submitted by the contractor within the time specified for such submission, Milwaukee County may award the contract to the next lowest responsive, responsible proposer.
7. The contractor/service provider shall prepare and submit accurate and timely forms and reports on DBE utilization to the Community Business Development Partners (CBDP) Office after contract award. These shall include, but not be limited to DBE Utilization Reports, and other forms as directed. Failure to submit forms and reports as prescribed herein, may result in delay of payments, or other sanctions deemed appropriate by the County, including those listed under Section (8), below.
8. When evaluating the performance of this contract after contract execution, Milwaukee County reserves the right to conduct compliance reviews and request, both from the prime contractor/service provider and DBE sub-consultant(s), documentation that would indicate level of compliance. If the contractor/service provider is not in compliance with the specifications, the County will notify the contractor/service provider in writing of the corrective action that will bring the contractor/service provider into compliance. If the contractor/service provider fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:
 - a. Terminate or cancel the contract, in whole or in part.
 - b. Remove the contractor/service provider from the list of qualified consultant/service providers and refuse to accept future proposals for a period not to exceed three (3) years.
 - c. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the DBE goal, where the failure to meet the goal is the result of a finding by the CBDP Office of consultant/service provider's bad faith.
 - d. If the contractor/service provider has completed its contract, and the goal was not met due to an absence of good faith on the part of the contractor/service provider as determined under 49 CFR Part 26, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE goal. The County may in such case retain any unpaid contract amounts and retainage otherwise due the contractor/service provider, up to the amount of the unmet goal. If insufficient funds remain in the contract account to compensate the County up to that amount, Milwaukee County may bring suit to recover damages up to the amount of unmet goal, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.

9. **DBE Participation Goal:** Each prime consultant/service provider shall utilize DBE firms to a minimum of the specified DBE contract goal. DBE participation requirement relative to contract award shall be based upon the approved Milwaukee County Commitment to Subcontract to DBE Firms (DBD-014 form). Contractor/service providers receiving additional work on the contract in the form of addendum, etc. shall be expected to increase DBE participation proportionally.
10. Contractor/service providers should note that for the purpose of proposal evaluation, only DBEs that have been certified by the State of Wisconsin UCP prior to the proposal due date may be listed on the “Commitment to Subcontract with DBE Firms” form and counted towards the DBE requirements. If you need assistance related to certified DBE firms, contact the CBDP Office at (414) 278-4747.
11. Prime contractor/service provider shall be credited one hundred percent (100%) of expenditures to DBE firms toward the requirements, if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed certified DBE firm. The Director of the CBDP Office through the application of 49 CFR §26.55(c) will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
12. Prime contractor/service provider is required to notify the CBDP office if their DBE subcontractors will further subcontract out work on this project. Credit will be given based on actual participation by DBE firms.
13. Listing a DBE on the Commitment to Subcontract to DBE Firms Form shall constitute a written representation and commitment that the prime contractor/service provider has communicated and negotiated directly with the DBE firm(s) listed, and that it will use the listed firm(s). If awarded the contract, the prime contractor/service provider will enter into a subcontract agreement with the DBE firm(s) listed on the Commitment to Subcontract to DBE Firms form for the work and price set forth thereon. This agreement must be submitted to the CBDP Office within seven (7) days from the Notice to Proceed.
14. Prime contractor/service provider must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, or if the prime consultant/service provider has a problem in meeting the DBE goal, or any other problem relative to the DBE goal requirement, the prime contractor shall immediately contact the CBDP Office at (414) 278-5248. If needed, prime contractor must submit a written request for substitution, including the reason for the request and the log. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor.
15. DBE Utilization Reports/Payment Applications After Contract Award. DBE Utilization Reports **(DBD-016 form)** must be submitted with the Payment Applications by the successful proposer after contract award. These reports must cover the period from the start of the project to the end of the period covered by the payment application being submitted or the period since the last payment application. The reports must be submitted even if no DBE

activity took place during the period being reported. The County Project Manager will reject payment applications that are not in compliance with this section.

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

COMMITMENT TO SUBCONTRACT WITH DBE FIRMS

PROJECT No.: _____ PROJECT TITLE: _____

TOTAL CONTRACT AMOUNT (*) \$ _____ **DBE Goal:** _____ (*)

Subcontract Agreements with DBE firm(s) MUST be submitted Within Ten (10) Days from Receipt of Notice to Proceed

A	V	Name of DBE(**) Firm(s)	Scope of Work Detailed Description	Subcontract Amount	% of Total Contract

(If using more DBE firms, include them in separate notarized form)

Total \$ Amount of DBE _____ Total % _____

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

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

Subscribed and sworn to before me this _____ day of _____ , 20 _____

Signature of Notary Public State of _____ , My Commission expires _____

[SEAL]
* Exclude all allowances
** These may include any firms certified as DBEs by

the State of Wisconsin UCP prior to the bid due date.

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

CBDP APPROVAL:

Signature

Date

DBD-014 Form

Rev. 07/10/09

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

INSTRUCTIONS:

1. **ALLOWANCES (Construction Related):** During the course of this project you will be using portions of the Allowance, which was initially deducted from your contract when you figured out your DBE requirement. As the allowance is used on the project, it is to be added back into the total contract price. An exception would be if the allowance being used is such that the DBE(s) cannot handle any portion of the work, the total contract amount will remain the same. In this case, it is necessary for the prime contractor to contact CBDP office immediately by phone and provide the dollar amount involved and the reasoning for DBEs not being utilized. In addition, a follow-up letter documenting the information is required.
2. **CHANGE ORDERS:** Any prime contractor receiving additional work on the contract in the form of change orders, etc., will be expected and required to increase the amount of DBE participation proportionally. Any time you receive additional work of any type, the prime contractor is required to contact the CBDP office immediately.
3. **WRITTEN CONTRACTS WITH DBEs:** CBDP requires that prime contractors enter into a contract (please send a copy to CBDP) with the DBE subcontractor(s), outlining the type of work to be performed and the dollar amount specified in this form. Also included in the contract will be the method of retainage, which is to be based on the same percentage that will be retained by the County from the prime contractor's contract. When the County reduces the amount of retainage, a like reduction should be retained from the payment to the DBE. *By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract.* **VIOLATION OF THE TERMS OF THE AFFIDAVIT WILL BE GROUNDS FOR TERMINATION OF YOUR CONTRACT.**
4. **DBE UTILIZATION REPORTS:** A DBE Utilization Report must be submitted with each payment application for the previous period's activity, even if no activity took place during the period being reported. CBDP may request that payments be withheld to the prime contractor who is not in compliance.
5. **SUBSTITUTIONS:** The prime contractor must submit a written request for the substitution of a DBE firm specifying the reason for the request. Approval must be obtained prior to making a substitution.
6. **TRUCKING FIRMS:** DBE trucking firms will be given credit for trucks leased from other DBE firms. If the DBE leases trucks from non-DBE firms, only the fee or commission will be counted for DBE crediting.
7. **PAYMENT APPLICATIONS:** DBE Utilization Reports (DBD-016PS form) must be submitted with each and every Payment Application including invoices. These reports must cover the period from the start of the project to the end of each period covered by payment applications being submitted, until the end of the contract when the last payment application

is submitted. The department contract administrator will reject payment applications that are not in compliance with this section.

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

DBD-014 Form Revised

07/10/09



FIRM _____

Project No. _____

SUBCONTRACTOR/SUPPLIER INFORMATION SHEET

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

<input checked="" type="checkbox"/> *	Name	DBE Yes/No	Address	Date Firm Established	Annual Gross Receipts (**)	Work or Service to be Performed

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

(**) Annual Gross Receipts: A: Less than \$250,000 B: \$250,000 to \$500,000 C: \$500,000 to 1 million
D: \$1 million to \$5 million E: \$5 million to \$15 million F: More than \$15 million

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



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

CERTIFICATE OF GOOD FAITH EFFORTS

The intent of this certification is to document the good faith efforts implemented by the bidder/respondent in soliciting and utilizing DBE firms to meet DBE participation requirements. This certificate will assist Milwaukee County in determining whether the bidder/respondent provider has implemented comprehensive good faith efforts.

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

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

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

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

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

A. Identifying Subcontract Work Items

Bidder/respondent is encouraged to select portions of work to be subcontracted in a manner which will increase the likelihood of meeting DBE goals. In selecting work to be subcontracted, bidder/respondent will consider, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.

1. Which portion(s) or section(s) of the contract proposal, in terms of the nature of work, were selected to be subcontracted to DBE firms (or broken down into economically feasible units to facilitate DBE participation)?

B. Notifying DBE Firms of Contracting Opportunities

2. In the table below, indicate which firms received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone solicitations. Please attach additional page(s) so that all companies contacted are listed. (Attach photocopies of all written solicitations to DBE firms to this certificate.)

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

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

Published Announcement/Publication (please describe)	Date

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

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

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

Yes _____ No _____

Contact was made by: telephone _____ written correspondence _____

Date contacted: _____ Person Contacted: _____

C. Providing DBEs With Assistance

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

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

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

D. Soliciting Proposal/Quotes From Interested DBE Firms

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

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

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

10. Other comments you want Milwaukee County to consider:

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

AFFIDAVIT

STATE OF WISCONSIN

COUNTY OF _____

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

Signed: _____
Authorized Representative

Subscribed and sworn to before me:

This _____ day of _____, 20 ____.

Notary Public

My commission expires _____, 20 ____.

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

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

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

- III. The following is a list of types of actions, which Milwaukee County will consider as part of the bidder/proposer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:
 - A. Soliciting through all reasonable and available means (e. g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - C. Soliciting through all reasonable and available means (e. g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- D. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- E. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- F. Negotiating in good faith with interested DBEs.
 - (1) It is the consultant/service provider's responsibility to make a portion of the work available to DBE subcontractors and to select those portions of the work consistent with the available DBE subcontractors, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - (2) A consultant/service provider using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder/proposer's failure to meet the contract DBE goal, as long as reasonable. Also, the ability or desire of a consultant/service provider to do the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts. Prime consultants/service providers, contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- G. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- H. Making efforts to assist interested DBEs in obtaining lines of credit or insurance as required by the recipient or contractor.
- I. Making efforts to assist interested DBEs in obtaining necessary resources or related assistance or services.
- J. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

In determining whether a consultant/service provider has made good faith efforts, Milwaukee County may take into account the performance of other bidders/proposers in meeting the contract.

For example, when the apparent successful consultant/service provider fails to meet the contract goal, but others meet it, Milwaukee County may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful consultant/service provider could have met the goal. If the apparent successful bidder/proposer fails to meet the goal, but meets or exceeds the average DBE participation obtained by other consultants/service providers, Milwaukee County may view this, in conjunction with other factors, as evidence of the apparent successful bidder/proposer having made good faith efforts.

SUBMIT WITH ALL YOUR
PAYMENT APPLICATIONS

**DISADVANTAGED BUSINESS ENTERPRISE
"DBE" UTILIZATION REPORT***

NAME OF FIRM _____ TELEPHONE NO. _____

ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

PROJECT TITLE _____ PROJECT # _____

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

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

COUNTY PROJECT/CONTACT PERSON _____ TELEPHONE NO. _____

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

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

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

Report Prepared by: _____ Approved by: _____

(Name & Title)

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

DBD-016

Form Rev. 07/10/09

DIRECTIONS FOR COMPLETING THE "DBE" UTILIZATION REPORT

This report must be submitted with each payment application.

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

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

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

**MILWAUKEE COUNTY
COMMUNITY BUSINESS DEVELOPMENT PARTNERS OFFICE
DBE SUBCONSULTANT PAYMENT CERTIFICATION**

“DBE” SUBCONSULTANT PAYMENT CERTIFICATION

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

County Department Issuing Contract/Project _____

Contract/Project Title _____

DBE Firm: _____

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

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

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

Date _____, 200____

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

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

Date _____, 200____

(Prime Consultant/Contractor’s Signature)

(Print Name & Title)

(DBE Subconsultant/Subcontractor Signature)

(Print Name & Title)

Instruction for locating State of Wisconsin Certified DBEs

DBE Vendor Listing:

1. Go to www.county.milwaukee.gov
2. In the search box, type “certified vendor list”
3. Choose certified vendor list link
4. Select the WisDOT certification program directory of certified DBEs
5. You will be directed to the WisDOT UCP directory of State wide DBEs

If you have any questions regarding the directory, please contact the CBDP office at (414) 278-4747

ATTACHMENT E – DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to the Sandwich 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 bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are open, 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:

1. 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.
2. 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 _____

ITEM # 1 – PRICE/COST SHEET

**RETURN IN SEPARATE SEALED ENVELOPE MARKED “PRICE”
(Refer to Section 2.1)**

Vendor Name: _____

#	Type of Sandwich*	Unit Price \$ **	Unit Price \$**
		Delivery at Juvenile Detention Center	Delivery at Psychiatric Crisis Services
A	Sandwich with meat and cheese		
B	Sandwich with meat only		
C	Salad sandwich (e.g. tuna, egg)		

*Sandwich ingredients and specification are provided under RFP Section 5.2.

** The price quoted must include the following:

1. Delivery to the respective locations at time specified.
2. Applicable equipment to keep sandwich at proper serving temperature.
3. Packaging (e.g. paper sandwich wrap), condiments and napkins.

All prices quoted must already have discounts figured into them.

Any Other Conditions/Exceptions (please specify)

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Vendor Name: _____

ITEM # 2 - YEAR 2012 CONFLICTS OF INTEREST AND PROHIBITED PRACTICES

Interest in Contract

No officer, employee or agent of the County who exercises any functions or responsibilities with carrying out any services or requirements to which this contract pertains has any personal interest, direct or indirect, in this contract.

Interest of Other Public Officials

No member of the governing body of a locality, County or State and no other public official of such locality, County or State who exercises any functions or responsibilities in the review or approval of the carrying out of this contract has any personal interest, direct or indirect, in this contract.

Contractor covenants s/he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this contract. Any conflict of interest on the part of the Contractor will be disclosed to the County. In the event Contractor has a conflict of interest that does not permit Contractor to perform the services under the contract with respect to any client or recipient, Contractor will notify the County and will provide the County with all records and reports relating to same.

Prohibited Practices

Contractor attests that it is familiar with Milwaukee County’s Code of Ethics, Chapter 9 of Milwaukee County Code of General Ordinances, which states in part, “No person may offer to give any County officer or employee or his immediate family, or 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 action, or judgment would be influenced thereby.”

Said chapter further states, “No person(s) with a person financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any candidate for an elected County office that has final authority during its consideration. Contract considerations shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached its final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval.”

Where Agency intends to meet its obligations under this or any part of this Request For Proposal through a subcontract with another entity, Agency shall first obtain the written permission of County; and further, Agency shall ensure it requires of its subcontractors the same obligations incurred by Agency under this Request For Proposal.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Agency: _____

**ITEM # 3 - YEAR 2012 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE
FOR MILWAUKEE COUNTY CONTRACTS**

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

Non-Discrimination

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

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

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

Affirmative Action Program

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

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

Non-Segregated Facilities

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

Subcontractors

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

Reporting Requirement

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

Affirmative Action Plan

VENDOR certifies that, if it has 50 or more employees, it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4292].

VENDOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with any of the following: The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4292].

If a current plan has been filed., indicate where filed _____ and the years covered_____.

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

Employees

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

Compliance

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

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

By _____ Address _____
(Signature)

Title _____ City/State/Zip _____

ITEM # 4 - YEAR 2012 EQUAL OPPORTUNITY POLICY

_____ is in compliance with the equal opportunity policy and standards of the Wisconsin Department of Health and Family Services and all applicable Federal and State rules and regulations regarding nondiscrimination in employment and service delivery.

EMPLOYMENT - AFFIRMATIVE ACTION & CIVIL RIGHTS

It is the official policy of _____ that no otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner on the basis of age, race, religion, color, sex, national origin or ancestry, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, military/veteran status or military participation. We pledge that we shall comply with Affirmative Action and Civil Rights standards to ensure that applicants are employed and that employees are treated during their employment without regard to the above named characteristics. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

_____ has a written Affirmative Action Plan which includes a process by which discrimination complaints may be heard and resolved.

SERVICE DELIVERY - CIVIL RIGHTS

It is the official policy of _____ that no otherwise qualified applicant for services or service recipient shall be excluded from participation, be denied benefits or otherwise be subjected to discrimination in any manner on the basis of age, race, religion, color, sex, national origin or ancestry, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, military/veteran status or military participation. We pledge that we shall comply with civil rights laws to ensure equal opportunity for access to service delivery and treatment without regard to the above named characteristics. _____ has a written Civil Rights Action Plan which includes a process by which discrimination complaints may be heard and resolved.

All officials and employees of _____ are informed of this statement of policy. Decisions regarding employment and service delivery shall be made to further the principles of affirmative action and civil rights.

To ensure compliance with all applicable Federal and State rules and regulations regarding Equal Opportunity and nondiscrimination in employment and service delivery, _____ has been designated as our Equal Opportunity Coordinator. Any perceived discrimination issues regarding employment or service delivery shall be discussed with Ms./Mr. _____. Ms./Mr. _____ may be reached during week days at _____.

A copy of the Affirmative Action Plan and/or the Civil Rights Action Plan including the process by which discrimination complaints may be heard and resolved is available upon request.

(Director or Chief Officer) (Title) (Date)

This Policy Statement shall be posted in a conspicuous location.

ITEM # 5 - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

DEBARMENT AND SUSPENSION

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: _____

Agency: _____

ITEM # 6 - ADDITIONAL DISCLOSURES

1. Has your company or any representative, owner, partner or officer ever failed to perform work awarded or had a contract terminated for failure to perform or for providing unsatisfactory service?

Yes No If yes, on a separate page please provide a detailed explanation.

2. Within the past five (5) years, has your organization or any representative, owner, partner or officer (collectively “your company) ever been a party to any court or administrative proceedings or disciplinary action, where the violation of any local, state or federal statute, ordinance, rules, regulation, or serious violation of company work rules by your Company was alleged?

Yes No If yes, on a separate page, please provide a detailed explanation outlining the following:

Date of citation or violation, Description of violation, Parties involved, Current status of citation

3. Have you, any principals, owners, partners, shareholders, directors, members or officers of your business entity ever been convicted of, or pleaded guilty, or no contest to, a felony, serious or gross misdemeanor, or any crime or municipal violation, involving dishonesty, assault, sexual misconduct or abuse, or abuse of controlled substances or alcohol, or are charges pending against you or any of the above persons for any such crimes by information, indictment or otherwise?

Yes No If yes, on a separate page, please provide a detailed explanation.

4. The Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

The prices in this Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/Proposer or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Proposer or to any competitor; and

No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Agency: _____

ITEM # 7 – DEPARTMENT OF AUDIT HOTLINE INFORMATION

Department of Audit Hotline

Milwaukee County has set up the Department of Audit Hotline to be the primary conduit for concerned employees, citizens, and contractors to communicate allegations of fraud, waste and abuse involving County government. Milwaukee County’s resolution states, in part,

“all department heads and administrators of Milwaukee County are hereby directed to provide information regarding Milwaukee County Department of Audit Fraud Hotline to all professional service and construction contractors when they commence work for Milwaukee County and, further, that instructions and bulletins shall be provided to said contractors that they post this information in a location where their employees will have access to it and provide said information to any and all subcontractors that they may retain; and

...Milwaukee County funded construction and work sites shall also have posted the bulletin that the Department of Audit has developed which provides the Fraud Hotline number and other information and the Department of Public Works shall inform contractors of this requirement”

A Hotline bulletin is attached. Please distribute the revised bulletin to contractors as contracts are let or renewed and also post it prominently at all County employee work locations associated with your organization (See flyer under Appendices).

Certified that, the copies of Audit Hotline poster have been posted at the prominent locations within our organization.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Agency: _____



MILWAUKEE COUNTY GOVERNMENT

H O T L I N E

**Ph: (414) 93-FRAUD – Fax: (414) 223-1895
(933-7283)**

Write: Department of Audit Hotline- 2711 W. Wells St., 9th Floor, Milwaukee, WI 53208
Website: my.execpc.com/~milcoaud

A service of the Milwaukee County Department of Audit

For Reporting:

- Concerns over inefficient Milwaukee County government operations
- Incidents of fraud or waste in County government
- Ideas for improving efficiency and/or effectiveness of services

CALLERS NOT REQUIRED TO IDENTIFY THEMSELVES

----- Other Numbers -----

Milwaukee County:	
Aging - Elder Abuse Helpline	414-289-6874
Child Support - TIPS Hotline (Turn in Parents for Support)	414-278-5222
District Attorney - Consumer Fraud Unit	414-278-4585
Public Integrity Unit	414-278-4645
Mental Health Crisis Hotline	414-257-7222
Crisis Hotline (TTY/TDD)	414-257-6300

Sheriff's Department -	
Community Against Pushers (Anonymous Drug Reporting)	414-273-2020
Guns Hotline	414-278-4867
W-2 Fraud	414-289-5799

City of Milwaukee:	
Fraud Hotline	414-286-3440

State of Wisconsin:	
Child Abuse or Neglect Referrals	414-220-7233
Wisconsin Shares Fraud Hotline	877-302-3728

Federal:	
Food Stamp Fraud	1-800-424-9121
Medicare Fraud	1-800-447-8477
NEW! Stimulus Package Fraud	1-800-424-5454

(6.1.09)