



MILWAUKEE COUNTY

**MILWAUKEE COUNTY DEPARTMENT OF
ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT**

**REQUEST FOR PROPOSAL
FOR
VENDING AND FOOD SERVICES**

RFP # 928001

Issued: September 28, 2012

Due Date: October 26, 2012 – 1:30 p.m. CDT

TABLE OF CONTENTS

1.0	GENERAL INFORMATION	1
1.1	Introduction and Background	1
1.2	Scope.....	1
1.3	RFP Manager	2
1.4	Definitions	2
1.5	Clarification and/or Revisions to the Specifications and Requirements	2
1.6	Pre-Proposal Site Visits	2
1.7	Calendar of Events.....	2
1.8	Contract Term and Funding	2
1.9	Vendor Registration	3
2.0	PREPARING AND SUBMITTING A PROPOSAL	4
2.1	General Instructions	4
2.2	Incurring Costs.....	5
2.3	Submitting the Proposal.....	6
2.4	Proposal Organization and Format	6
2.5	Multiple Proposals	7
2.6	Withdrawal of Proposals.....	7
3.0	PROPOSAL SELECTION AND AWARD PROCESS	8
3.1	Disclosure and Use of Information before award	8
3.2	Preliminary Evaluation	8
3.3	Proposal Scoring	9
3.4	Evaluation Criteria	9
3.5	Right to Reject Proposals and Negotiate Contract Terms.....	9
3.6	Contract Award.....	9
3.7	Notification of Intent to Award.....	9
3.8	Appeal Process and Unsuccessful proposer debriefing	9
4.0	GENERAL PROJECT DESCRIPTION and REQUIREMENTS	10
5.0	TECHNICAL REQUIREMENTS	20
6.0	STANDARD TERMS AND CONDITIONS	20
	Standard Terms and Conditions (Requests for Bids/Proposals)	20
7.0	ITEMIZATION OF VENDING MACHINES	20
8.0	REQUIRED FORMS	20
	ATTACHMENTS AND REQUIRED FORMS	21

GENERAL INFORMATION

1.0

1.1 INTRODUCTION AND BACKGROUND

The Milwaukee County Department of Administration Services (DAS) is soliciting proposals by qualified providers of vending and food services. The awarded contract(s) will be for a period of one year. At the end of the year, the option for four additional one-year contracts, for a total of five years, may be awarded by mutual consent of both parties.

1.2 SCOPE

The facilities in need of vending and food services include the Marcia P. Coggs Center (1220 West Vliet Street, Milwaukee), the Behavioral Health Division (BHD) (9455 W Watertown Plank Road, Wauwatosa), and the Juvenile Justice Center (JJC) (10201 Watertown Plank Road, Wauwatosa), facilities of the Milwaukee County Department of Health and Human Services (DHHS). These facilities serve both employees and the general public. Currently, the Coggs Center and Behavioral Health Division offer both food service and vending service to its employees and the public. The Juvenile Justice Center only offers vending service.

These three facilities employ approximately 1,000 people. The Coggs and Juvenile Justice Centers are open Monday through Friday, except for major holidays. BHD is open 24 hours per day, seven days per week. At the BHD location, food service should be available Monday through Friday, from 7:00 a.m. to 2:00 p.m. for breakfast, coffee breaks, and lunch. Evening and/or weekend hours at BHD and hours for food service at the other locations can be determined by mutual agreement.

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

Milwaukee County may offer one or more contracts to fulfill the requirements of the RFP. Proposers may bid on all three options, two of the options or just one of the options. However, preference will be given to a proposer that can meet all terms of the request (Options A, B, and C). Milwaukee County retains the right to offer contracts to multiple proposers. The successful vending proposer may subcontract with a qualified food vendor with the approval of DHHS to provide food service at BHD and limited food service at the Coggs Center and JJC. However, the successful proposer is not required to provide food service at the Coggs Center or JJC. (in other words, the successful proposer does not need to bid on option C).

If a vending proposer wishes to only bid on vending services, the vending proposer must offer food items in its machines. The JJC has very limited amenities for onsite food preparation and would need a robust food vending selection if food service is not being made available under Option C.

The Vendor must identify the option(s) it is responding to in the proposal.

Please see the following chart for the contract options:

Option	Service	Vending Location	Food Location
A	Vending Only	BHD, Coggs & JJC	N/A
B	Food	N/A	BHD
C	Food	N/A	Limited menus at Coggs & JJC

1.3 RFP MANGER

The RFP Manager is:

Mr. Amos D. Owens

Purchasing Administrator
Milwaukee County Procurement Office
901 North 9th Street. Courthouse - Room 308
Milwaukee, WI 53233
Phone: (414) 223-8100
Fax: (414) 223-8107

1.4 DEFINITIONS

The following definitions are used throughout the RFP.

Agency / Department means Milwaukee County Department of Administrative Services

County means Milwaukee County.

1.5 CLARIFICATIONS AND/OR REVISIONS TO THE SPECIFICATIONS & TECHNICAL REQUIREMENTS

All questions concerning this RFP should be directed to: Amos D. Owens, Purchasing Administrator, Fax: (414) 223-8107.

1.6 PRE –PROPOSAL SITE VISIT

It is the Proposers responsibility to completely inspect the facilities prior to submitting a proposal to determine all requirements associated with the contract. An on-site visit and pre-bid meeting will be held on **Tuesday, October 16, 2012 at 9:30 a.m.** in conference room 104 at the Marcia P. Coggs Center, 1220 W. Vliet Street. On-site visits of the JJC and BHD will occur immediately following the pre-bid meeting and on-site visit at the Coggs Center.

1.7 CALENDAR OF EVENTS

DATE	EVENT
Sept. 28, 2012	Issue date of RFP.
Oct. 10, 2012	Last day for submitting written inquires.
Oct. 16, 2012 at 9:30 a.m.	Pre-proposal conference and site visit.
Oct. 19, 2012	Date when answers to written inquiries will be posted (Estimated).
Oct 26, 2012 at 1:30 p.m. CDT	Proposals due from vendors.
Nov. 12, 2012	Intent to Award Notification (Estimated)
December 1, 2012?	Contract start date. (Estimated)

1.8 CONTRACT TERMS AND FUNDING

The Term of the contract shall be for one year, effective the date that possession of the food service areas are delivered to the Vendor. That date shall be written in the executed contract and the contract shall terminate one year from that date, unless extensions are agreed upon (no longer than five years total).

Extensions of said contact may be granted by the Department of Health & Human Services for up to four one-year periods upon mutual agreement between the Vendor and the Department.

If the contract is not extended and the County has not arranged a new contract through the competitive RFP process, vending and food service shall be continued by the Vendor on a month-to-month basis under the terms and conditions stipulated in the expired contract and specifications.

PREPARING AND SUBMITTING A PROPOSAL

2.0

2.1 GENERAL INSTRUCTIONS

In an effort to ensure the most efficient and economical service, the County utilizes the Request for Proposal (**RFP**) process to procure Vending and Food Services. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response. Terms and Conditions of Request for Proposal (Attachment A) constitute an integral part of this RFP and is incorporated by reference.

RFP Materials can be downloaded from: 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.

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer must immediately notify the RFP Manager of such error and request modification or clarification of the RFP.

Proposers must submit their written inquiries via fax to RFP Manager at 414-223 8107 on or before **Oct 10, 2012**. **All questions must cite the appropriate RFP section number.**

The Pre-proposal Meeting will be held on **Oct 16, 2012 at 9:30 a.m., CDT** in conference **room 104 at the Marcia P. Coggs Center, 1220 W. Vliet Street, Milwaukee, WI 53205**. The purpose of the Pre-proposal Meeting is to provide clarification to all questions received and if necessary, allow Proposers to ask additional questions. Any answers provided to questions during and before the Pre-proposal Meeting will be considered drafts, and will be non-binding. Only the final answers to the questions posted on the below website after the Pre-proposal Meeting and identified as "Final" will be considered official. Remarks and explanations at the conference shall not qualify the terms of the solicitation; and terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing

It is the intent of the County that these questions will be answered and posted by **Oct 19, 2012** at: http://county.milwaukee.gov/DHHS_bids.

If a Proposer discovers an error (which includes ambiguity, mistake, conflict, discrepancy, omission or other deficiency) in this RFP which prejudices the Proposer's ability to respond definitively to the proposal request, or which might prejudice satisfactory performance under a Contract containing the RFP provision(s) in question, the Proposer must immediately notify the RFP Manager in writing requesting modification or clarification of the proposal request.

No revisions to this proposal request may be made unless in the form of an official addendum issued by Milwaukee County. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, addenda will be posted to Website: http://county.milwaukee.gov/DHHS_bids. **Proposers must check the website for posted addenda; they are encouraged to check daily.**

If, prior to the date fixed for the submission of bids/proposals, a Proposer fails to notify Purchaser of an error about which it knew or should have known, and if a Contract is awarded to the Proposer, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

The provisions of the bid/proposal of the successful Proposer will become contractual obligations. Failure or refusal of the successful Proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

The County reserves the right to amend or withdraw this RFP at any time without notice or penalty. If it becomes necessary to revise any part of this RFP, or if additional data is necessary for an exact

interpretation of provisions of this RFP prior to the due date for Proposals, the RFP Manager will post addenda to the County website at:

http://county.milwaukee.gov/DHHS_bids. If such addenda issuance is necessary, the County reserves the right to extend the due date and time of Proposals to accommodate such interpretations or additional data requirements.

RFP Document: 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. All application material becomes public information and is subject to Wisconsin 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 Wisconsin Open Records Law except to an appellant to the award, subject to the proprietary information restriction as detailed below.

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

PROPRIETARY INFORMATION:

Any restriction on the use of data contained within a request must be clearly stated in the bid itself. Proprietary information submitted in response to a request will be handled in accordance with applicable 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 #F**) Confidential information must be labeled as such. Costs (pricing) always becomes public information when bids 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 bid submitted.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By signing this bid/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.

2.2 INCURRING COSTS

The County is not liable for any cost incurred by vendors in replying to this RFP.

2.3 SUBMITTING A PROPOSAL

Proposers must submit **one original copy of Price/Cost Sheet(s) (Attachment B)** as well as a completed Qualification Information form **(Attachment C)**, in a **separate sealed envelope under separate cover** **Marked "PRICE" and one original and Four (4) copies** of all other materials required for acceptance of their proposal by **1:30 p.m. CDT on October 26, 2012.**

**Milwaukee County Clerk
901 North 9th Street. Courthouse - Room 105
Milwaukee, WI 53233**

Proposals will be opened the same day at 2:30 P.M. at the Procurement Division Office.

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 be sealed with Cost/Price proposal sealed in a separate envelope with one original and one original and four copies of other items per format prescribed in Sec. 2.4 should be bundled/packaged together. 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
- Request for proposal title
- RFP # 928001
- Proposal due date

GENERAL DIRECTIONS FOR SUBMITTING PROPOSALS

I. 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 the 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

- (I) All unsuccessful offerors shall be notified by fax machine transmission 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, by fax machine transmission, 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
901 N. 9th St. Room 308
Milwaukee, WI 53233**

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.

2.4 PROPOSAL ORGANIZATION AND FORMAT

Proposals shall be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. Failure to provide any requested information in the prescribed format may result in disqualification of the proposal. The RFP sections, which should be submitted or responded to, are:

- A. **Price/Cost Sheet: (one original copy) in a separate sealed envelope under separate cover marked "PRICE"**

Price / Cost Sheet (s) (if bidding on more than one group) (**Attachment B**)
Qualification Information form (**Attachment C**)

- B. **Other Items and Forms to be Submitted with Proposal: (one original and four (4) copies)**
Refer to Section 5-Technical Requirements

Cover Letter **(Item#1)**
Basic Requirements
Organization and Procedures
Dress and Grooming Code
Staffing Methods
Food and Vending Services
Client List

REQUIRED FORMS

Required Forms:

Designation of Confidential & Proprietary Information (1 per proposal) **Attachment E**
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)**

ATTACHMENTS

Attachment A TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL (Incorporated into RFP by Reference)
Attachment B PRICE/COST SHEET
Attachment C QUALIFICATION INFORMATION
Attachment D ITEMIZATION OF VENDING MACHINES
Attachment E DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION SPECIFICATIONS (Submit Forms with Proposal as Required).
Attachment F DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

2.5 MULTIPLE PROPOSALS

Multiple proposals from a vendor will not be permitted for any one Option. Vendor may submit one Option A, one Option B and one Option C proposal.

2.6 WITHDRAWAL OF PROPOSALS

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw a proposal in writing at any time up to the proposal closing date and time. To accomplish this, the written request must be signed by an authorized representative of the proposer and submitted to the RFP Manager (Fax: (414) 223-8107). If a previously submitted proposal is withdrawn before the proposal due date and time, the proposer may submit another proposal at any time up to the proposal closing date and time.

PROPOSAL SELECTION AND AWARD PROCESS

3.0

3.1 DISCLOSURE AND USE OF INFORMATION BEFORE AWARD

After receipt of proposals, none of the information contained in them or concerning the number or identity of proposers shall be made available to the public or to anyone in county government.

During the pre-award or pre-acceptance period of a negotiated procurement, only the purchasing administrator or designee, and others specifically authorized shall transmit technical or other information and conduct discussions with prospective vendors. Information shall not be furnished to a prospective vendor if, alone or together with other information, it may afford the prospective vendor an advantage over others. However, general information that is not prejudicial to others may be furnished upon request.

Prospective vendors may place restrictions on the disclosure and use of data in proposals (refer to Section 2.1 Attachment #D). The purchasing administrator shall not exclude proposals from consideration merely because they restrict disclosure and use of data, nor shall they be prejudiced by that restriction. The portions of the proposal that are so restricted (except for information that is also obtained from another source without restriction, or information required to be disclosed to county auditors) shall be used only for evaluation and shall not be disclosed outside the county without the permission of the prospective vendor.

3.2 PRELIMINARY EVALUATION

The proposals will be reviewed initially to determine if mandatory requirements (Technical Requirements Section 5) are met. Failure to meet General Requirements (Section 4), Technical Requirements (Section 5) and submit the required Forms (Section 8) will result in rejection of the proposal. In the event that all proposers do not meet one or more of the mandatory requirements, the County reserves the right to continue the evaluation of the proposals and to select the proposal(s), which closely meets the requirements, specified in this RFP. Milwaukee County retains the right to accept or reject any or all proposals, or accept or reject any part of a proposal 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. The determination whether any proposal by a Proposer does or does not conform to the conditions and specifications of this RFP is the responsibility of the RFP Manager.

3.3 PROPOSAL SCORING

Accepted proposals will be reviewed by an evaluation committee and scored against the County criteria (refer to Section 5). The Evaluation panel will be the sole determiner of the evaluation points to be assigned. A Proposer may not contact any member of an evaluation committee except at the County's direction. A Proposer's unauthorized contact of a panel member shall be grounds for immediate disqualification of the Proposer's Proposal. The committee may review references, request interviews, and/or conduct on-site visits and use the results in scoring the proposals. This may also include requesting reports on the applicant's financial stability, conducting demonstrations of applicant's proposed products and services, and reviewing results of past awards to the applicant by Milwaukee County. However, the County reserves the right to make a final selection based solely upon evaluation of the written Proposals should it find it to be in its best interest to do so. The evaluation committee has the right to rely on any narrative, supporting materials or clarifications provided by the Proposer. Evaluation committee can ask for oral presentations to supplement written proposal, if it will assist the evaluation procedure. Such determination for oral presentation can be made after initial review and ranking of the proposals based on the criteria outlined in the RFP. 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.

The County reserves the right to contact any or all Proposers to request additional information for purposes of clarification of RFP responses.

3.4 EVALUATION CRITERIA

Please refer to Technical Requirements Section 5

3.5 RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS

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

3.6 CONTRACT AWARD

Contracts will be awarded to the vendors whose proposals offer the most desirable overall food quality, level of service to customers, pricing, and references. Also refer to Terms and Conditions of Request for Proposal (Attachment A).

3.7 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 F. Any such inspection will be conducted under the supervision of County staff. A summary of each Bid/Proposal, with the name of the proposer 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 4:00 p.m. at:

**Milwaukee County Procurement Office
901 North 9th Street. Courthouse - Room 308
Milwaukee, WI 53233**

Vendors should schedule proposal reviews with RFP Manager by phone at: 414-223-8100 to ensure that space is available for the review.

3.8 APPEAL PROCESS and UNSUCCESSFUL PROPOSERS DEBRIEFING

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

GENERAL PROJECT DESCRIPTION AND REQUIREMENTS

4.0

The requirements detailed in Part 4.0 General Project Description and requirements and Part 5.0 Technical Requirements are required and are not simply desirable. It shall be further understood that failure by a Proposer to respond to any specific requirement or question may be the basis for elimination from consideration during the County's comparative evaluation. **If subcontractors are to be used, clearly explain their participation.**

Milwaukee County may offer one or more contracts to fulfill the requirements of the RFP. Proposers may bid on all three options, two of the options or just one of the options. However, preference will be given to a proposer that can meet all terms of the request (Options A, B, and C). Milwaukee County retains the right to offer contracts to multiple proposers. The successful vending proposer may subcontract with a qualified food vendor with the approval of DHHS to provide food service at BHD and limited food service at the Coggs Center and JJC. However, the successful proposer is not required to provide food service at the Coggs Center or JJC. (in other words, the successful proposer does not need to bid on option C).

If a vending proposer wishes to only bid on vending services, the vending proposer must offer food items in its machines. The JJC has very limited amenities for onsite food preparation and would need a robust food vending selection if food service is not being made available under Option C.

The Vendor must identify the option(s) it is responding to in the proposal.

Please see the following chart for the contract options:

Option	Service	Vending Location	Food Location
A	Vending Only	BHD, Coggs & JJC	N/A
B	Food	N/A	BHD
C	Food	N/A	Limited menus at Coggs & JJC

PROJECT DESCRIPTION - VENDING SUPPLIER

- a. The successful proposer must offer a wide-variety of quality, nationally-recognized, brand-name beverages such as Coca-Cola, Pepsi, Hershey, Mars, etc.
- b. Automatic vending machines shall be new and/or of good quality. All vending machines shall be attractive in appearance using the latest designs in the marketplace. The Vendor will not be charged for the power consumed by the machines.
- c. Vending machines must accept any combination of nickels, dimes and quarters. Vending machines must also accept one dollar bills.
- d. Vendor must provide an easy and efficient process for refunding money lost due to equipment malfunctions.
- e. All machines are to be installed by the vendor at no charge to DHHS, DAS or Milwaukee County. Vending machines shall remain the property of the Vendor.
- f. The Vendor shall at all times, and at its expense, be responsible for all service, maintenance and repair of its vending machines. Machines shall be maintained in good repair and service shall be provided within four (4) hours of verbal notification.
- g. Service personnel shall be professional and courteous.
- h. Vending machines shall be restocked at a minimum of three times per week to assure that there is no shortage of fresh products. Permission to relocate, exchange or remove vending machines must be approved in advance by the Associate Director of Operations or designee.

- i. Upon request, the vendor will provide DHHS with information on its gross income from sales of vended products at each facility.
- j. See Attachment D for an itemization of the vending machines at each location including the BHD Stockroom.
- k. The first floor convenience store at the Coggs Center is currently staffed and stocked with cold beverages and snacks sold daily from 7 a.m. to 2 p.m. The staffing of this convenience store is not a requirement of the RFP. DHHS would consider adding vending machines to this location as an alternative.

PRODUCT QUALITY AND VARIETY – VENDING SUPPLIER

- a. All merchandise must be fresh, of the best quality, and reasonably priced. Healthy snack options are highly desirable. DHHS employees have expressed a strong desire for a variety of foods, including healthy, fresh alternatives. In addition, numerous children visit both the Coggs Center and Juvenile Justice Center making healthy options an important part of the selection.
- b. Products should be fresh, undamaged and of good quality. All food products will be removed from vending machines on the date that their freshness dating expires. Product expiration dates should be at least six months after delivery date. All products will be considered past-dated according to the date stamped on the package.
- c. The Vendor shall, at all times, comply with all Federal and other applicable laws and regulations of the United States, the State of Wisconsin, Milwaukee County and the municipalities wherein the facilities are located, and all applicable health rules and regulations.
- d. The vendor must offer quality, nationally-recognized, brand-name beverages such as Coca-Cola, Pepsi, Hershey, Mars, etc.

PROJECT DESCRIPTION – FOOD SERVICE

- a. Depending on the food item, the Vendor may prepare food on site or at its commissary. The Coggs Center has a catering kitchen, BHD has a grill and the Juvenile Justice Center does not have any onsite kitchen equipment. The location for the off-site food preparation should be identified by name and address and be available for inspection. For off-site food preparation, the Vendor shall also identify food transport experience and food temperature quality control measure. Hot foods shall be 140 degrees Fahrenheit or above and cold foods are to be 38 to 40 degrees Fahrenheit when served.
- b. It is anticipated that the successful proposer (s) will provide quality food service, offering a variety of menu items to patrons at BHD. In addition, the proposal may include a more limited menu at the Coggs Center and Juvenile Justice Center.
- c. The Vendor must operate, serve and dispense quality foods and beverages with adequate portions.
- d. The Vendor shall, at all times, comply with all Federal and other applicable laws and regulations of the United States, the State of Wisconsin, Milwaukee County and the municipalities wherein the facilities are located, and all applicable health rules and regulations. In addition, the on-site manager should be certified by a food protection manager certification program.
- e. All foods must be fresh, of the best quality, and reasonably priced. Healthy food options are highly desirable. DHHS employees have expressed a strong desire for a variety of foods, including healthy, fresh alternatives. In addition, numerous children visit both the Coggs Center and Juvenile Justice Center making healthy options an important part of the vending and food selection.
- f. The first floor convenience store at the Coggs Center is currently staffed and stocked with cold beverages and snacks sold daily from 7 a.m. to 2 p.m. The staffing of this convenience store is not a requirement of the RFP. DHHS would consider adding vending machines to this location as an alternative.
- g. Menu:
 - 1) The daily menu may include entrees, soup of the day, varieties of hot and cold sandwiches, salads, desserts and a range of beverages.
 - 2) Freshly-baked pastries from a display cabinet are desirable.

- 3) Beverages from a self-service beverage island or machines are desirable.
- 4) Fresh fruit, yogurt, vegetables and salads are highly desirable.
- 5) Regular & decaf coffee. Gourmet coffee and cappuccino service are desirable.
- 6) Mobile food carts will also be considered as part of the overall proposal.
- 7) The Vendor shall purchase, pay for and own all food and supplies for the food service operation.
- 8) The Vendor may provide any specialized food-related accessories and equipment to properly dispense the meals and to sell food and beverages with an over-the-counter personalized service.
- 9) The County currently owns all equipment in the kitchens and serving areas of the facilities.

CLEANING AND STAFFING STANDARDS

Food Services:

- a. The Vendor shall provide all personnel required to dispense the food, keep the eating area clean and orderly, collect and record monies, and any other personnel necessary for efficient operation. Minimum staffing will consist of one on-site manager and two cafeteria workers. The County will have final approval of selection of the cafeteria staff. Vendor agrees to provide a staffing schedule for all sites.
- b. The Vendor will be responsible for his/her own payroll and all federal, state, county and city regulations relating thereto. Employees shall be well mannered, neatly dressed and well groomed.
- c. The County reserves the right to require the reassignment of any Vendor employee who demonstrates incompetent, disorderly, unsanitary or unsatisfactory behavior.
- d. The Vendor shall comply with all relevant DHHS policies relating to infection control, client rights, patient/staff relationships, and blood-borne pathogens. Specifically, employees shall be free from communicable disease, exhibit immunity to Rubella, and receive annual TB testing. Furthermore, Vendor shall support client rights in accordance with HFS 94 and Chapter 51 of the Wisconsin State Statutes and maintain confidentiality of MCBHD clients. Confidentiality is applicable during working and non-working hours.
- e. Contractors must be in compliance with DHHS administrative policies, standards, practices, and regulations, including, but not limited to site-specific training, emergency preparation planning, background checks and security.
- f. The Vendor shall be responsible for the immediate cleaning of any spillage in the food serving and eating areas. The Vendor shall be responsible for maintaining all food service related equipment and furniture and all food preparation, food serving and eating areas in a safe, clean and sanitary condition during hours of operation. The Vendor will provide daily trashcan liners which are acceptable to the County.
- g. The Vendor shall maintain appropriate maintenance logs, cleaning schedules and cleaning logs and make them available to Milwaukee County for review upon request.

- h. Vendor shall also abide by all rules and regulations of the health departments that have jurisdiction over the facilities in which jurisdiction the facilities are located.

County Services:

- a. The County shall clean the floor in the eating area of the cafeteria.
- b. The County shall provide disposal of garbage and refuse from the dumpsters.
- c. The County shall provide general building maintenance excluding repairs or maintenance to any equipment owned or used by the vendor.
- d. The County shall provide all utilities, heat, power and water, except for telephone service.

PRICING

Proposals shall include a list of items to be sold, their portion size and selling price. The successful Vendor may not increase any price or decrease any portion size without approval of the Associate Director of Operations, or designated representative. Prices will be reviewed at least annually upon request to accommodate Vendor food and other cost changes. Response to price change requests will be made within two weeks after receipt of complete justification materials, including, but not limited to changes in labor, food, supply and equipment costs, and item sales volumes by dollars and quantity. Please see **Attachment B** for the pricing form which needs to be completed and returned in a separate, sealed envelope marked "Vending and Food Service "Price".

- a. All posted prices shall contain reference to and relationship of Wisconsin sales tax.
- b. Food shall be reasonably and competitively priced.
- c. All prices must be clearly marked at point of purchase.

GENERAL SPECIFICATIONS

Accounting:

- a. The Vendor shall collect and pay all state and local taxes. The Vendor will purchase, pay for and own all food, supplies, equipment and labor used for the food service program. The vendor will collect, own and account for all receipts from food sales at the food service operation.
- b. The Vendor shall maintain daily sales records and provide a monthly report in a form and format approved by the Associate Director of Operations or designee. The Vendor will deliver monthly sales reports for each month's sales by the 21st of the following month.
- c. The County shall have the right to inspect and audit all Vendor records, including cash register tapes, and may require additional reports as necessary to verify sales. All records including cash register tapes etc shall be maintained for 7 years from the end of the year under contract.

Signs and Advertising:

The Vendor will be able to advertise hours of operation and services within the facilities. The Vendor shall provide and install suitable signage approved by the Associate Director of Operations or designee, in locations approved by the Associate Director of Operations. The signs should inform the public of the nature of the services and commodities available, the prices being charged, and the name of the Vendor furnishing such services and commodities.

INDEMNITY

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

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

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. Contractor must obtain all required coverage or confirm that applicable coverage has been obtained by County approved Independent Service Provider(s) or approved Subcontractor(s).

Automobile insurance that meets the Minimum Limits as described in the Contract is required for all agency vehicles (owned, non-owned, and/or hired).

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>	Statutory or Proof of all States Coverage
<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
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Automobile Liability

Bodily Injury & Property Damage All Autos - Owned, Non-Owned and/or Hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements
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Professional Liability

To include Certified/Licensed Mental Health and AODA Clinics and Providers and Hospital, Licensed Physician or any other qualified healthcare provider under Sect 655 Wisconsin Patient Compensation Fund Statute	\$1,000,000 Per Occurrence \$3,000,000 Annual Aggregate As required by State Statute
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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
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Other Licensed Professionals	\$1,000,000 Per Occurrence \$1,000,000 Annual aggregate or Statutory limits whichever is higher
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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 Administrative Services
Milwaukee County Procurement Office
901 North 9th Street. Courthouse - Room 308
Milwaukee, WI 53233

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.

The insurance requirements contained within this Contract are subject to periodic review and adjustment by the County Risk Manager.

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

Public Liability Insurance:

The Vendor shall deposit with the County at the time of the execution of the contract a certificate evidencing the issuance of a Public Liability Insurance Policy protecting the parties hereto from loss or damage because of liability that may be incurred by the County and the Vendor, or either of them, in the performance of the contract when liability is imposed because of injury to or death of a person or persons. Said policy shall provide for liability limit on account of each accident resulting in bodily injury or death to one or more persons of \$1,000,000. Milwaukee County shall be named additional insured in any policy issued. Said policy must be issued by a company authorized to do business in the State of Wisconsin.

Products Liability Insurance:

The Vendor shall deposit with the County at the time of the execution of the contract a certificate evidencing the issuance of a Products Liability Insurance Policy protecting the parties hereto from loss or damage that may be incurred by the County and the Vendor, or either of them, in the performance of the contract when such liability is imposed because of injury, illness or death of one or more persons. Said policy shall provide for liability limit on account of each accident resulting in injury, illness or death to one or more persons of \$1,000,000. Milwaukee County shall be named additional

insured in any policy issued. Said policy must be issued by a company authorized to do business in the State of Wisconsin.

CANCELLATION

Cancellation by Vendor:

The Vendor may terminate the contract regardless of grounds, by serving written notice of cancellation three (3) months prior to cessation of operation. Vendor must have at least three (3) months operating experience at the site before initiating any cancellation.

Cancellation by County:

The contract shall be subject to cancellation by the County by giving thirty (30) days' written notice to the Vendor in the event of any one or more of the following contingencies:

In the event the Vendor is adjudicated bankrupt, or is in receivership, or had made an assignment for the benefit of his creditors.

For failure of the Vendor to perform, keep and observe any of the conditions of the contract and the failures of the Vendor to correct the default or the privilege within a reasonable time as specified by the County.

TERMINATION OF CONTRACT

Upon the termination of the contract because of the lapse of time or upon termination for any other reason, the Vendor shall remove all goods, chattels and equipment belonging to the Vendor. In the event said goods, chattels and equipment are not removed within ten (10) days from the expiration of the agreement or its termination for any other reason, the Vendor shall be deemed to have abandoned them to the County.

CONDITION OF SURRENDER OF PROPERTY

The concession areas and premises, including utilities, shall remain the property of the County, and upon termination of the contract, the Vendor shall surrender possession of said Concession areas and premises to the County in as good condition as when first occupied by the Vendor under the terms of the contract, reasonable wear and tear, and damage due to explosion, riot, riot attending a strike, civil commotion, windstorm, rain, hail or other acts of God excepted.

PERSONAL PROPERTY AND GOODS OF VENDOR

The Vendor shall agree that all personal property and goods upon the premises or located in the food serving area shall be at the risk of the Vendor only and that the County shall not be liable for any injury or damage thereto or loss or theft thereof, unless such loss injury or damage is directly attributable to the negligence of Milwaukee County.

ORDINANCES, PERMITS, LAWS AND REGULATIONS

The Vendor shall not sell or permit to be sold, used or brought upon the premises of the food serving area, any intoxicating or alcoholic beverages and shall further abide by the Ordinance of the County of Milwaukee, the City of Milwaukee and the laws of the State of Wisconsin and of the United States, and such rules and regulations as may be promulgated by the City and County. The Vendor shall apply for, pay for and obtain all permits and licenses required by the units of government as heretofore enumerated in order to operate concession and to sell the merchandise approved. All taxes necessary to be paid shall be paid by the Vendor.

ASSIGNMENTS AND SUBCONTRACTS

The contract awarded for the most desirable proposal or any of the rights and privileges provided therein shall not be transferred or assigned by the successful Proposer or the County without either first having obtained the written consent of the other.

EQUAL EMPLOYMENT/AFFIRMATIVE ACTION SPECIFICATIONS

Handicapped Access:

Food lines, utensil supplies, cashiers, tables and aisle ways must be accessible to persons using a wheelchair.

Equal Employment Opportunity: Item# 3 & 4

In the performance of all work under the contract to be awarded, the Vendor agrees to provide equal employment opportunities including as follows:

By complying with all of the provisions as set forth in the Milwaukee County General ordinances, Chapter 56.17.

By not discriminating against any employee or applicant for employment because of race, religion, color, national origin, age, sex, or handicap.

By not discriminating in its policies and practices governing employment, promotion, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Any violation of the above provisions shall be sufficient cause for the termination of the service agreement, without liability to the County.

CAREGIVER AND CRIMINAL BACKGROUND CHECKS and MCBHD POLICIES

Contractor, their employee or sub contractors serving or servicing under this RFP will required to undergo CAREGIVER AND CRIMINAL BACKGROUND CHECKS at Agency's own expenses and provide the contact determined in Contract with Copies of Background Checks before the person can perform work under this contract. For details refer to <http://www.dhs.wisconsin.gov/caregiver>. For Contractor, their employee or sub contractors working at BHD location also need to comply with BHD policy:

Contractor shall comply with all relevant MCBHD policies relating to infection control, client rights, patient/staff relationships, and blood-borne pathogens. Specifically, employees shall be free from communicable disease, exhibit immunity to Rubella, and receive annual TB testing. Furthermore, Contractor shall support client rights in accordance with HFS 94 and Chapter 51 of the Wisconsin State Statutes and maintain confidentiality of MCBHD clients. Confidentiality is applicable during working and non-working hours. Any violation of MCBHD policies may result in elimination of that employee working on MCBHD accounts and/or termination of this agreement on less than thirty (30) days' notice.

Contractors must be in compliance with MCBHD's administrative policies, standards, practices, and regulations. Contractors will be provided copies of the following policies at the time the contract is awarded and upon additions, corrections or amendments to the policies.

- A. Patient Abuse, WI. Statute 940.29, BHD 12/9/03 Policy on Reporting and Investigation of Caregiver Misconduct, and the Wisconsin Caregiver Program, as outlined at:

<http://www.dhfs.wisconsin.gov/caregiver>. Compliance with Wisconsin Caregiver Program will be audited prior to contract award.

- B. Patient Rights Policy and Procedure
- C. Patient Rights, Organization Ethics, and Ethical Issue Resolution
- D. Patient/Staff Relationships (General and Sexual Ethics)
- E. Patient Grievance/Complaint Policy
- F. MCBHD Code of Ethics
- G. Workplace Violence Prevention
- H. Identification Badge Policy
- I. Use of Technologies
- J. Smoke Free Behavioral Health Division
- K. Confidentiality Procedure – Client Information dated 10/95
- L. Contractor shall comply with the requirements of implementing regulations at 45 Code of Federal Regulations Parts 160-64 for the Administrative Simplification provisions of Title II, Subtitle F off the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- M. Infection Control
 - a. The Contractor shall ensure that employees working at the MCBHD have demonstrated evidence of freedom from communicable disease.
 - b. The Contractor shall ensure the employees working at the MCBHD have physician or serology proof of immunity to Rubella, Mumps, Measles, and Chicken Pox. Employee shall receive annual TB testing and have had a TB skin test or CXR 30 days prior to starting work. Employees will be encouraged to be vaccinated against influenza annually and to receive the Hepatitis B vaccination.
 - c. The Contractor shall ensure that employees working at the MCBHD practice infection control procedures and receive annual training on hand washing, respiratory hygiene, standard blood and body fluid precautions, and cleaning/disinfection of patient care equipment.
 - d. The Contractor shall provide copies of policies and procedures addressing infection control procedures relating to employee infection control practices, immunization and annual TB testing requirements. Documentation of policy/procedures, annual training and test results will be provided within 24-hour of request.
- N. Blood borne Pathogens

Contractor shall have a written Exposure Control Plan in compliance with Occupational Safety and Health Administration (OSHA) Regulation 29 CFR 1910.1030, State of Wisconsin Statue 101.055, and the U.S. Public Health Service. All contract employees shall comply with the plan and any MCBHD policies as required.

- O. Hazard Communication Program

Contractor shall have a written Hazard Communication Program in compliance with Occupational Safety and Health Administration (OSHA) Regulation 20 CFR 1910.1200 Hazard Communication Standard. All contract employees are to comply with the Plan and any MCBHD policies as required.

Proof of documentation attesting to the fact that staff understand and will abide by these policies must be produced within 1 hour of request. Compliance with the policies and requirements will be audited in compliance with The Joint Commission guidelines.

TECHNICAL REQUIREMENTS

5.0

The following sections must be fully described as outlined below, and documents must be furnished wherever requested.

BASIC REQUIREMENTS - PASS/FAIL

Failure to submit items in this section will be cause to disqualify your firm from further consideration.

1. Furnish current license or permits to operate a food service program.
2. Furnish any tax identification numbers, or show permits or license that allows you to collect any and all state and local taxes.

ORGANIZATION AND PROCEDURES - 10 POINTS

1. Date company started.
2. Furnish company organization chart. Provide resumes of those employees named on the chart.
3. Furnish resume of site supervisor.
4. Furnish employee handbook.
5. Furnish Company Policy and Procedure Manual.

DRESS AND GROOMING CODES - 10 POINTS

1. Furnish copy of dress and grooming code.
2. Method used to verify compliance.

STAFFING METHODS - 10 POINTS

1. Furnish all criteria used to hire persons, including application, education, references, testing, and any other criteria that may be used by your firm.
2. If an employee were to call in sick just before reporting for work, what method would be used to provide back up.
3. Service responsiveness/availability of service
4. DBE Participation (if applicable) Pass/Fail

FOOD AND VENDING SERVICE - 40 POINTS

1. Menu: Provide sample menus. Food items to be sold, portion size, and selling price should be identified as part of Attachment B.
2. Taste and quality of sample menu items. Proposers will be contacted to provide sample food items as part of the review process.
3. Vending Services. Describe how you intend to provide vending or manual food services to the locations. Describe the type of food or drink items would be available, portion size, and selling price. Identify the number of vending machines to be installed at each location.
4. Signs and advertising: Provide sample signs and flyers that will be used to advertise your food service.
5. Overall compliance with product requirements

PRODUCT PRICING – 20 POINTS

1. See Attachment B.
2. If a vendor is bidding on Option A – Vending Services, Milwaukee County will consider a proposal that reflects a commission payment based on a percentage of Gross Receipts. However, Milwaukee County is seeking the best price for its customers.

CLIENT LIST - 10 POINTS

Provide list of at least three references with which proposer has vending or food service agreements:

- a. Firm Name
- b. Address
- c. Telephone Number
- d. Contact person

STANDARD TERMS AND CONDITIONS

6.0

The County of Milwaukee reserves the right to incorporate standard County contract provisions into any contract negotiated with any proposal submitted responding to this RFP. Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

ITEMIZATION OF VENDING MACHINES

7.0

Please refer to Attachment D

REQUIRED FORMS

8.0

The following listed forms (Items) must be completed and submitted with the proposal in accordance with the instructions given in Section 2.4. Some blank forms are attached”

Item #1	COVER LETTER
Item #2	YEAR 2012 CONFLICTS OF INTEREST AND PROHIBITED PRACTICES
Item #3	YEAR 2012 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS
Item #4	YEAR 2012 EQUAL OPPORTUNITY POLICY
Item #5	CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
Item #6	ADDITIONAL DISCLOSURES
Item #7	DEPARTMENT OF AUDIT HOTLINE

ATTACHMENTS

Attachment A	TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL (Incorporated into RFP by Reference)
Attachment B	PRICE/COST SHEET
Attachment C	QUALIFICATION INFORMATION
Attachment D	ITEMIZATION OF VENDING MACHINES

Attachment E DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION SPECIFICATIONS
(Submit Forms with Proposal as Required).

Attachment F DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

SAMPLE COVER LETTER

ITEM # 1

(ON VENDOR LETTERHEAD)

DATE:

Mr. Amos D. Owens
Purchasing Administrator
Milwaukee County Procurement Office
901 North 9th Street. Courthouse - Room 308
Milwaukee, WI 53233

Dear Mr. Owens:

I am familiar with the "*Year 2012 Request for Proposal for VENDING AND FOOD SERVICES*" set forth by Milwaukee County and am duly authorized for submitting the attached proposal, and Price/Cost Sheet and Vendor Information, 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: _____

YEAR 2012 CONFLICTS OF INTEREST AND PROHIBITED PRACTICES

ITEM # 2

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: _____

YEAR 2013 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 PROPOSER 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 _____

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.

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: _____

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 provides 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: _____

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:		Sheriff's Department -	
Aging - Elder Abuse Helpline	414-289-6874	Community Against Pushers	414-273-2020
		(Anonymous Drug Reporting)	
Child Support - TIPS Hotline		Guns Hotline	414-278-4867
(Turn in Parents for Support)	414-278-5222	W-2 Fraud	414-289-5799
District Attorney -		City of Milwaukee:	
Consumer Fraud Unit	414-278-4585	Fraud Hotline	414-286-3440
Public Integrity Unit	414-278-4645	State of Wisconsin:	
Mental Health		Child Abuse or Neglect Referrals	414-220-7233
Crisis Hotline	414-257-7222	Wisconsin Shares Fraud Hotline	877-302-3728
Crisis Hotline (TTY/TDD)	414-257-6300	Federal:	
		Food Stamp Fraud	1-800-424-9121
		Medicare Fraud	1-800-447-8477
		NEW! Stimulus Package Fraud	1-800-424-5454

Attachment A

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 the 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 by fax machine transmission 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, by fax machine transmission, 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
901 N. 9th St. Room 308
Milwaukee, WI 53233**

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 B

**PRICE/COST SHEET
Milwaukee County Department of Health & Human Services
Vending and Food Services Contract**

RETURN IN SEPARATE SEALED ENVELOPE MARKED PRICE

Please complete this form if you are responding to **Option A – Vending Services Only.**
Please check no if you are not bidding on this option.

We are not bidding on Option A We are bidding on Option A

Vendor Name: _____

Sample Vending Items 1	Name Brand	Quantity (Ounces)	Price	Commission as a % of Gross Receipts
Canned Soda				
Bottled Soda				
Sports Drink				
Juice				
Water				
Regular Chips				
Pastry				
Cookies				
Candy				
Crackers				
Pretzels				
Gum/Mints				
Coffee				
Milk				
Ice Cream				
Frozen Dinners				
Other				

1 This list is intended to include examples only. Please tailor this list to reflect the items you plan to include on your menu and/or in the vending machines.

ATTACHMENT B – Option A Continued

**PRICE/COST SHEET
Milwaukee County Department of Health & Human Services
Vending and Food Services Contract**

RETURN IN SEPARATE SEALED ENVELOPE MARKED PRICE

Any other conditions/exceptions (please specify)

Authorized Signature: _____

Date: _____

Printed Name: _____

Title: _____

ATTACHMENT B

PRICE/COST SHEET
Milwaukee County Department of Health & Human Services
Vending and Food Services Contract

RETURN IN SEPARATE SEALED ENVELOPE MARKED PRICE

Please complete this form if you are responding to **Option B – Food Service at BHD.**
Please check no if you are not bidding on this option.

We are not bidding on Option B

We are bidding on Option B

Vendor Name: _____

Sample Menu Items 1	Description	Size	Price
Full Sandwich			
1/2 Sandwich			
Pizza			
Hamburger			
Cereal			
Bakery			
Salad			
Fruit			
Yogurt			
Other			

1 This list is intended to include examples only. Please tailor this list to reflect the items you plan to include on your menu and/or in the vending machines.

ATTACHMENT B – Option B Continued

**PRICE/COST SHEET
Milwaukee County Department of Health & Human Services
Vending and Food Services Contract**

RETURN IN SEPARATE SEALED ENVELOPE MARKED PRICE

Any other conditions/exceptions (please specify)

Authorized Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

ATTACHMENT B – Option C Continued

**PRICE/COST SHEET
Milwaukee County Department of Health & Human Services
Vending and Food Services Contract**

RETURN IN SEPARATE SEALED ENVELOPE MARKED PRICE

Any other conditions/exceptions (please specify)

Authorized Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

ATTACHMENT C

**QUALIFICATION INFORMATION
Milwaukee County Department of Health & Human Services
Vending and Food Services Contract**

Each vendor bidding on the services included in this RFP should prepare and submit the following data along with their proposal:

Name: _____

Address: _____

City: _____ State _____ ZIP Code _____

Business Telephone: _____ Fax: _____

Website: _____

How many years have you been in business under the present firm name? _____

Describe the general character of work performed by your company: _____

Provide at least three references with phone numbers:

1) _____

2) _____

3) _____

Federal IRS Identification No.: _____

Company: _____

Authorized Signature _____

Print Name and Title _____

ATTACHMENT D

**ITEMIZATION OF VENDING MACHINES
Milwaukee County Department of Health & Human Services
Vending and Food Services Contract**

The following list identifies the current vending needs at each facility and the products needed in the BHD Stockroom.

**Health & Human Services
1220 W. Vliet Street
Milwaukee, WI 53205**

1st floor Convenience Store (hours 7 a.m. - 2 p.m.):
Snacks and Candy
Glass Front Cold Drink Merchandiser
Coffee
Pastry Display

1st floor – (1) Snack/Candy Vendor
2nd floor – (1) Snack/Candy Vendor
3rd floor – (1) Snack/Candy Vendor
Snack/Candy Vendor
Fresh Brew Coffee Vendor
Currency Changer

**Behavioral Health Division
9455 Watertown Plank Road
Milwaukee, WI 53226**

Snack Shop
(1) Snack/Candy Vendor
(1) Bottle/Can Combo Soda Vendor
(1) Glass Front Cold Drink Merchandiser
(1) Currency Changer
(1) Hot Drink Merchandiser
(1) Can Soda Vendor

Day Hospital
(1) Snack/Soda Glass Front Merchandiser

Building 5
(1) Snack Vendor
(1) Bottle/Can Combo Soda Vendor

Building 3
(1) Hot Drink Merchandiser
(1) Snack Vendor
(1) Bottle/Can Combo Soda Vendor

ATTACHMENT D Continued

**ITEMIZATION OF VENDING MACHINES
Milwaukee County Department of Health & Human Services
Vending and Food Services Contract**

2nd Floor Atrium

(1) Glass Front Cold Drink and Snack Merchandiser

Maintenance Shop

(1) Can Soda Vendor

3rd Floor

(1) Snack Vendor

(1) Bottle/Can Combo Soda Vendor

Food Service Building

(1) Snack Vendor

(1) Can Soda Vendor

Juvenile Justice Center

10201 Watertown Plank Road

Milwaukee, WI 53226

Commons Area;

(2) Bottle Soda Vendor

(1) Can Soda Vendor

(1) Glass Front Beverage unit

(1) Hot Beverage unit

(1) Currency Changer

(1) Glass Front Snack unit

(1) Cold Food Merchandiser

(1) Ice Cream unit

(1) Milk unit

Employee Lounge

Snack & Cold Beverage Merchandiser

Detention Center;

(1) Bottle Soda Vendor

(1) Glass Front Snack unit

(1) Glass Front Cold Food & Beverage unit

****The JJC also requires 2-3 microwaves provided by the vendor.**

- d. Vendor agrees to provide a schedule of maintenance and replacement for all units
- e. Any other outstations managed by the Department of Health and Human Service
- f. Snacks at BHD
Vendor agrees to provide the following snack items to BHD to be dispensed by the Stockroom. The prices will be renegotiated annually upon renewal of the contract.

Portion Cups

Applesauce	4 oz
Pudding	4 oz
Diet Pudding	4 oz
Fruit Cocktail	4 oz
Jello	4 oz
Diet Jello	4 oz
Assorted fruit cups	4 oz

Snacks

Assorted Potato chips	1 oz
Cookie	2/pk
Diet Cookies	2/pk
Cheetos/Puffs, etc.	1 oz
Nutrigrain Bars	1 ea
Goldfish Crackers	1 oz
Fritos	1 oz
Popcorn	1 oz
Doritos	1 oz
100-Calorie Snack Packs	

Beverages

Cola	can
Diet cola	can
Lemon Lime Soda	can
Diet Lemon Lime Soda	can
Juice	large bottle and 4 oz cups
Diet Juice	large bottle and 4 oz cups

Attachment E

COMMUNITY BUSINESS DEVELOPMENT PARTNERS SPECIFICATIONS, PROCEDURES, TERMS AND CONDITIONS

(Submit Forms with Proposal as Required).

The County has established a Disadvantaged Business Enterprise (DBE) program that conditions the award of concessions and other revenue generating operations on the good faith efforts of Concessionaires to include DBEs, certified by the Wisconsin Unified Certification Program (UCP), in its operations. Concessionaire shall take all reasonable and necessary steps to commit to the level of 17% participation by DBEs as a percentage of the operation's gross revenue. In the event that new regulations are issued by the U.S. Department of Transportation (DOT) implementing new rules for DBE participation in concessions, concessionaire shall continue to meet the level of participation by DBEs as established here, and initiate all necessary and reasonable steps to achieve and maintain the newly established level of participation throughout the remaining term of this Agreement. Participation may be in the form of any legal arrangement meeting the eligibility standards in 49 CFR Part 23, as currently stated or amended, and shall be counted toward the goal as set forth in those regulations. Concessionaire shall submit reports as may be required by County in the form specified by County for the purpose of demonstrating compliance with this section.

Instructions for completing CBDP Forms

What follows is some general advice on completing Community Business Development Partners forms, as applicable. In all cases, the interpretation of the CBDP office regarding the applicability of individual forms takes precedence.

The Department of Health and Human Services (and all of its Divisions) has the goal of involving Disadvantaged Business Enterprises as defined by County Ordinance Chapter 42 in every Professional Service Contract in the amount of at least 17 percent of the total contract. DBE participation can take the form of direct subcontracting of contracted services, or can take the form of indirect services purchased by the contractor (such as printing and supplies, accounting or other professional services, office supplies, etc.).

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

Generally, proposers should complete forms found in this section under the following circumstances:

When completing your proposal: Complete Form DBD-014PS, "Commitment to Subcontract with DBE Firms" after you have identified a DBE firm to subcontract with or to buy supplies or services from. If bids were received from several subconsultants, complete DBD-002PS, "Subconsultant Information Sheet." If you have tried unsuccessfully to find a DBE partner agency, complete DBD-001PS, "Certificate of Good Faith Effort." These forms should be submitted with your proposal.

After Contract Award: Any additions or corrections to the above forms should be made and submitted to DHHS Contract Administration.

The most current Community Business Development Partner's forms can be downloaded from:
http://county.milwaukee.gov/DHHS_bids

CONCESSION AGREEMENT TERMS AND CONDITIONS FOR DBE PARTICIPATION

1. Concessionaire shall comply with County's approved Disadvantaged Business Enterprise (DBE) program submitted in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Office of the Secretary, Part 26, and as said Regulations may be amended.
2. Concessionaire shall make a good faith effort to adhere to the DBE program submitted with Concessionaire's Proposal, which assures that **17%** of the Gross Revenues derived from the operation of its business at Milwaukee County facilities be attributed to DBEs certified by the Wisconsin Unified Certification Program (UCP) throughout the concession term. Any change to the DBE program submitted with Concessionaire's Proposal is subject to County's written approval.
3. If Concessionaire fails to achieve and maintain the level of DBE participation stated in this Agreement, Concessionaire shall provide documentation to the Community Business Development Partners department (CBDP) demonstrating that it made good faith efforts in its attempt to meet the stated level of participation. If Concessionaire fails to reflect a good faith effort to achieve and maintain the level of participation stated herein throughout the term of this Agreement, County may consider this as a material breach of the Agreement and may terminate the Agreement in accordance with Paragraph 17% of this Agreement.
4. Concessionaire shall submit such reports as may be required by County in the form specified by County for the purpose of demonstrating compliance with this Paragraph. In the event Concessionaire seeks to terminate the participation of the DBE partner, Concessionaire is required to obtain written approval from CBDP and will be required to substitute the participation with another certified DBE.

Attachment F

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to the 2013 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 COULSEL 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 WITHOLD 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	_____