

**REQUEST FOR PROPOSAL FOR CCFS  
HOT BEVERAGE AND SNACK VENDING MACHINE SERVICE**

**I. INTRODUCTION**

The Milwaukee County Office of the Sheriff is accepting proposals to furnish, install and service hot beverage and snack vending machines at the County Correctional Facility South (CCFS) 8885 S. 68th Street, Franklin, WI and the Sheriff's Training Academy 9225 S. 68th St., Franklin WI. Vendors are responsible for all costs, except utilities, related to such machines. Vendors must be able to supply all goods and services contemplated in this Request for Proposal.

The agreement will be for three (3) full years, estimated to be June 1, 2012 through June 30, 2015 and renewable separately for up to 2 additional 12 month periods. The agreement will automatically renew unless either party notifies the other of intent not to renew the contract 90 days prior to the contract anniversary date.

Vendor proposals must include Proposal Submission Documents (Appendix B) with appropriate attachments.

**II. VENDOR SYSTEM AND REQUIREMENTS**

1. The vendor will furnish, install and service vending machines at all locations. The vendor agrees to repair or replace at no charge to the CCFS, any vending machine that it has placed at a site due to damage done by vandalism, negligence, theft or destruction. The CCFS agrees to furnish accessible space and necessary electrical power and outlets for machines placed by vendor.
2. The vendor will pay to the CCFS a percentage of the gross receipts, on or before the 15th day of each month for the preceding month. Checks shall be made payable and mailed or delivered to Milwaukee County CCFS, 8885 S. 68<sup>th</sup> St., Franklin, WI, 53132. A 1% penalty shall be charged to and paid by vendor on late payments made after the 25th day of the month.
3. The vendor shall maintain monthly sales records and shall submit a copy of such records along with monthly payments for the purpose of verifying meter readings of equipment on or before the fifteenth of the following month. The CCFS reserves the right to inspect all records and may require additional reports or an audit. Failure to submit such reports shall be considered cause by the CCFS to disqualify the vendor in ensuing contracts.
4. The vendor shall provide a sufficient number of employees to adequately service the machines and all such employees shall be neat and provided with a

name tag and a form of identification for protection of both the CCFS and vendor.

5. The vendor shall provide remedial, replacement or repair service for faulty equipment or defective products or out of date products within twenty-four hours after verbal communication from a designated CCFS representative. The equipment shall consist of the following at each location at each site:
  - A. Coin Beverage Vending Machines – Coin slotted manually operated hot beverage dispensing vending machine. The machines shall operate manually or electrically, contain appropriate elements to heat beverages to a proper industry standard serving temperature and have a one-dollar bill change maker at all locations.
  - B. Coin Snack Vending Machines – Coin slotted manually operated packaged snack dispensing vending machine. The machines shall operate manually or electrically and dispense single serving sized pre-packaged snacks including but not limited to chips, popcorn, breath mints, candy bars, cookies and snack cakes. Machines must have a one-dollar bill change maker.
  - C. Change Making Machines – Automatic electric machines which provides change for one and five dollar bills shall be located in the CCFS staff lounge.
  - D. Meters – All machines shall be equipped with a meter providing an accurate count of product dispensed.
6. The vendor shall stock and supply nationally advertised/distributed products for sale on a 24-hour basis 7 days per week from self-service vending equipment. To the maximum extent possible, all products should show easily readable expiration/freshness dates. Other brands and/or products or changes in product serving size will be permitted only with the permission of the Major of the CCFS or designee. No products may contain any alcohol or any other ingredient as identified by the CCFS. The vendor shall stock the machines six days a week, hours subject to the conditions established in the contract.
7. The vendor shall secure and pay for all Federal, State and local licenses and permits and pay all sales income and excise tax required for the operation of the vending machines. A copy of all local licenses and permits shall be provided to the CCFS.
8. To the fullest extent permitted by law, vendor agrees to be financially responsible for all loss or expenses, 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 omissions of the operator, or its

(their) agents which may arise out of or are connected with the services (See Appendix A). Milwaukee County specifications for vending machines must be met. (See Appendix C).

9. Vendor shall purchase and maintain Comprehensive General Liability Insurance per attached sample (Appendix A).
10. Vendor must provide Federal Tax Identification Number.
11. The CCFS and vendor shall jointly determine the type, size, variety and flavor of vended products. If consensus is not reached the product selection identified by the Major or designee shall be final.
12. Upon the termination of the contract for any reason, the vendor shall remove all of his goods, chattels and equipment. In the event said goods, chattels and equipment are not removed within ten days of the expiration of the contract or its termination or any other reason, the vendor shall be deemed to have abandoned them to the Milwaukee County CCFS.
13. The vending machine area and premises including utilities shall remain the property of the CCFS, and upon termination of the contract, the vendor shall surrender possession of said area and premises to the CCFS in as good condition as when first occupied under the contract. Reasonable wear and tear excepted.
14. All prices changes must be mutually agreed upon by the vendor and the CCFS and approved by the Major or designee.
15. The price of items vended shall be as follows, reviewable upon the request of either the vendor or the CCFS:  
Chips, popcorn, breath mints, Cookies, candy bars, snacks cakes and Large chip bags – are priced between \$0.85 - \$1.35  
All other products will be assigned a price subject to the approval of the Major or designee.
16. Vendors are encouraged to also submit proposals for additional vending options including but not limited to sandwiches, coffee, tea, hot chocolate, soup and ice cream. If vendors include additional vending options, pricing and sales estimates should be included.
17. All services personnel and agents of the vendor must comply with general institutional regulations for safety and security at all times while on the premises of the CCFS. The Major or designee reserves the sole and complete right to bar admission of any vendor's staff or representatives for any reason whatsoever.

### **III. PROPOSAL SUBMISSIONS (APPENDIX B)**

1. Provide commission rate based on gross sales.
2. Submit a sample of your company's standard contract.
3. Submit a sample of your monthly commission statement showing information/data provided.
4. List the number of years experience your firm has had in the machine vending industry and provide four references from facilities that are currently being served by your firm. Also, include a letter of reference from your primary business bank/finance institution.
5. Submit evidence of financial responsibility which shall include a letter of credit. Bond or other acceptable guarantee of commission payment in the amount of \$5,000.
6. Submit completed Equal Employment Opportunity Certificate (Appendix D).
7. Submit a complete list of available products showing manufacturer or distributor, product trade name and serving size.

### **IV. PROPOSAL EVALUATION**

The contract shall be awarded to the bidder, determined by the CCFS Administration to offer the most reliable and beneficial service and otherwise found to be in the best interests of the Milwaukee County CCFS. Such determination shall consider:

1. Percentage of gross sales (70%)
2. Demonstrated ability to provide reliable, acceptable service as determined from: (30%)
  - a. References of at least four other clients to which similar services are being provided and reference from primary business bank of vendor.
  - b. Number of years in the vending machine industry.
  - c. Sample commission statement.
  - d. EEO/DBD commitment
  - e. Product line.

Failure of the bidder found to offer the best overall proposal to enter into an agreement may result in an award to the bidder offering the next best proposal.

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

### **V. PROPSAL SUBMISSION REQUIREMENTS**

1. Presentation of Proposals

All proposals should be complete and clearly worded and must convey all of the information requested by Milwaukee County. If significant errors or omissions are found in the vendor's proposal or if the proposal fails to conform to the minimum requirements, the proposal will be rejected. When the vendor's proposal varies from what was requested, the Milwaukee County CCFS and the Milwaukee County CCFS alone, will be the judge as to whether that variance is significant enough to reject the proposal.

2. Proposal Signature

To be accepted, a proposal must be signed by an agent of the bidder. Said agent must be one of the following:

- A. An office of a corporate bidder that is authorized to sign contracts on its behalf;
- B. A principal of the bidding partnership; or
- C. An individual that is properly authorized by power of attorney, or equivalent document, that is submitted to the County with, or prior to, to the submission of the proposal.

3. Proposal Validity

All responses to this RFP must be valid for at least a 120-day period from the Proposal Submission Date.

4. General Information

The vendor that best meets the Proposal Evaluation specifications herein will be selected to receive the award; however the receipt of a proposal does not, in any way, guarantee an award by Milwaukee County.

5. Equal Employment Opportunity Certificate

In accordance with the Milwaukee County General Ordinances, the prospective vendors must complete the Equal Employment Opportunity Certificate for Milwaukee County contracts (Appendix D).

6. Timetable

- A. Proposal must be received no later than 1:00 P.M., CDST on April 11, 2012.
- B. All interested vendors may schedule a tour of the vending sites if they choose. To schedule inspection please contact:

Captain Debra Burmeister, CCFS, (414) 427-6014

7. Where to Submit Proposal

Four paper copies of the proposal and one copy on cd must be delivered in person, or sent certified mail, return receipt requested to:

CCFS RFP # 6694  
c/o Milwaukee County Clerk  
901 N. 9<sup>th</sup> Street, Room 105  
Milwaukee, WI 53233

Vendors are requested to direct inquiries via email to:

CCFS – Molly Pahl  
Molly.pahl@milwcnty.com

**APPENDIX A**

**5. Indemnity**

The 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 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 agreement.

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 Agreement.

**6. Insurance**

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

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

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

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

**Type of Coverage**

**Minimum Limits**

<b>Wisconsin Workers' Compensation</b>	Statutory
<b>Employer's Liability</b>	\$100,000/500,000/100,000
<b>Commercial or Comprehensive General Liability</b>	
General Aggregate	\$1,000,000 Per Occurrence
Bodily Injury & Property Damage	\$1,000,000 Aggregate
Personal Injury	\$1,000,000 Per Person
Contractual Liability	\$1,000,000 Per Occurrence
Fire Legal Liability	\$ 50,000 Per Occurrence
<b>Professional Liability</b>	
Errors & Omissions	\$1,000,000 Per Occurrence
Refer to paragraph A2 for additional conditions	
<b>Automobile Liability</b>	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos - owned, non-owned and/or hired	
Uninsured Motorists	Per Wisconsin Requirements

**MILWAUKEE COUNTY, AS ITS INTEREST MAY APPEAR, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR GENERAL, AUTOMOBILE, GARAGE KEEPERS LEGAL AND ENVIRONMENTAL IMPAIRMENT LIABILITY, AS RESPECTS THE SERVICES PROVIDED IN THIS AGREEMENT. DISCLOSURE MUST BE MADE OF ANY NON STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT, AND ANY USE OF NON STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT WILL NOT BE ACCEPTABLE, A THIRTY (30) DAY WRITTEN NOTICE OF CANCELLATION, NON-RENEWAL, OR MATERIAL CHANGE SHALL BE AFFORDED TO THE COUNTY.**

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

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

**A.1. Compliance with Governmental Requirements**



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

**A.2. Professional Liability - Additional Provisions**

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

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

The Contractor shall certify and make available loss information from any Insurer as to any claims filed or pending against any and all professional liability coverages in effect for the past five (5) years, if requested. The Contractor shall certify to inform the Owner of any claims filed for errors and omissions that may be covered under professional coverages pursuant to the work within ten (10) days of notice of the occurrence or claim filing, whichever is sooner.

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

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

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

**APPENDIX B**

**HOT BEVERAGE AND SNACK SALES  
AT THE  
MILWAUKEE COUNTY CCFS**

We or I have read the specifications in the Request for Proposal CCFS Snack Vending Machines dated March 14, 2012 and understand the meaning and the intent of the same and offer to enter into a contract with the Milwaukee County CCFS for hot beverage and snack vending machine services.

1. Commission Bid - \_\_\_\_\_% of gross sales each month
2. Attach your firm's standard contract.
3. Attach a sample commission statement.
4. Number of years in the snack vending machine industry: \_\_\_\_\_ years  
List four references (name, address, phone and contact person from facilities served by your firm)
  - A.
  - B.
  - C.
  - D.
5. Attach letter of reference from primary business bank.
6. Attach evidence of financial responsibility, including letter of credit or bond or other guarantee of payment.
7. Attach completed Equal Employment Opportunity Certificate (Appendix D).
8. Attach complete list of available products.

Dated at \_\_\_\_\_, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_ of 2012.

Firm name: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

**APPENDIX C**

**HOT BEVERAGE AND SNACK SALES  
AT THE  
MILWAUKEE COUNTY CCFS**

The following are the specifications for the vending machines for the CCFS. Machines must accept and make change for \$1 bills.

Coin Beverage Vending Machines – Coin slotted manually operated hot beverage dispensing vending machine. The machines shall operate manually or electrically, contain appropriate elements to heat beverages to a proper industry standard serving temperature and have a one-dollar bill change maker.

Coin Snack Vending Machines – Coin slotted manually operated packaged snack dispensing vending machine. The machines shall operate manually or electrically and dispense single serving sized pre-packaged snacks including but not limited to chips, popcorn, breath mints, candy bars, cookies and snack cakes. No type of chewing gum will be vended at designated locations. Machines must have a one-dollar bill change maker at all locations.

Change Making Machines – Automatic electric machines which provides change for one and five dollar bills shall be located in the CCFS South Break Room.

Meters – All machines shall be equipped with a meter providing an accurate count of product dispensed

Location	Coffee	Sandwich	Snack
North Building	1	0	1
South Building	1	1	2
Lotter Building	0	0	0
Administration	0	0	1
Training Academy	0	1	1
TOTAL	2	2	5

## APPENDIX D

# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

1. All bidders/proposers shall comply with CFR 49, Parts 23 and 26, and Chapter 42 of the Milwaukee County Ordinances, which require all bidders/proposers to show Good Faith Efforts (GFE) toward achieving the assigned Disadvantaged Business Enterprise (DBE\*) goal on all Milwaukee County contracts with a DBE goal. In accordance with Milwaukee County policies and USDOT requirements, the contractor/consultant shall ensure that DBEs have an opportunity to participate on this contract.
2. **DBE Contract Goal:** Contractor/consultant shall utilize DBE firms to a minimum of \_\_\_% of the total contract amount, or document the good faith efforts made to meet that goal, on this contract. The DBE participation goal relative to contract award shall be based upon the approved **Commitment to Contract with DBE (DBE-14)** form. Contractors/Consultants receiving additional work on the contract, e.g., change orders, addendums, etc., shall be expected to increase DBE participation proportionally.

### DURING SOLICITATION PROCESS

3. The Milwaukee County Department of Community Business Development Partners (CBDP) will make the determination as to whether a contractor/consultant has made a good faith effort to achieve the assigned DBE participation goal by doing either of the following:
  - a. Evidencing that it has met the DBE participation goal by submitting with its bid/proposal a signed and notarized **Commitment to Contract with DBE (DBE-14)** form documenting sufficient DBE participation; or
  - b. Documenting the good faith efforts made to meet the DBE participation goal, even though it did not succeed in achieving the goal. In this case, the contractor/consultant shall submit the **Certificate of Good Faith Efforts (DBE-01)** and all relevant documentation, which will include a signed and notarized **Commitment to Contract with DBE (DBE-14)** form documenting the DBE participation achieved toward satisfying the goal, with its bid/proposal. CBDP is prohibited, under 49 CFR, Part 26, from ignoring *bona fide* good faith efforts when making determinations on requests for waiver of the DBE goal requirement, in whole or part. Good faith effort determinations shall be made by CBDP based upon contractor/consultant showing of good faith efforts on a contract-by-contract basis.

---

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

4. Contractor/Consultant shall submit with its bid/proposal, the completed **Subcontractor/Subconsultant/ Supplier Information Sheet (DBE-02)** and signed and notarized **Commitment to Contract with DBE (DBE-14)** forms. In the event the contractor/consultant is not successful in meeting the DBE goal, a complete **Certificate of Good Faith Efforts (DBE-01)** and all relevant documentation shall be submitted with the bid/proposal in addition to the aforementioned forms.
5. The efforts employed by the contractor/consultant should be those that one could reasonably expect to be taken if the contractor/consultant were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE participation contract goal. (49 CFR, §26.53, and Appendix A to 49 CFR, Part 26, provide guidance regarding GFE).
6. In the event CBDP determines that the contractor/consultant has failed to meet the GFE requirements, the contractor/consultant is entitled to appeal this determination. The provisions of 49 CFR, §26.53(d), apply to such an appeal. A request for administrative reconsideration must be sent within three (3) days of receiving written notice of the failure to meet the GFE requirement. The request should be sent to:

Milwaukee County – City Campus  
CBDP, Room 830  
2711 West Wells Street  
Milwaukee, WI 53208
7. Listing a DBE on the **Commitment to Contract with DBE (DBE-14)** form shall constitute a written representation and commitment that the contractor/consultant has communicated and negotiated directly with the DBE firm(s) listed, and that it will use the listed firm(s). If awarded the contract, the contractor/consultant will enter into a contract agreement with the DBE firm(s) listed on the **Commitment to Contract with DBE (DBE-14)** form for the work and price set forth thereon. This agreement must be submitted to CBDP within seven (7) days from receipt of the **Notice to Proceed**.
8. Contractors/Consultants should note that for the purpose of determining compliance with the DBE requirements of this contract, only DBEs certified by the State of Wisconsin Unified Certification Program (UCP) prior to the bid/proposal submission deadline will be counted towards the satisfaction of the assigned DBE goal. If a bidder/proposer wishes to utilize a DBE firm certified in another state for credit on this contract, the bidder/proposer shall include a copy of DBE certification from the home state along with its good faith efforts documentation upon submission of bid/proposal as a matter of responsiveness. If you need clarification or assistance related to certified DBE firms, contact CBDP at (414) 278-4747.
9. When evaluating a contractor/consultant's proposed DBE commitment, Milwaukee County reserves the right to request any documentation from both the contractor/consultant and any listed DBE firms. If the information requested is not submitted by the contractor/consultant within the time specified for such submission, Milwaukee County may determine the contractor/consultant to be non-responsive and thereby remove them from further consideration for contract award.

#### FOLLOWING CONTRACT AWARD

10. The contractor/consultant shall prepare and submit accurate and timely forms and reports on DBE utilization after contract award. These shall include, but not be limited to **DBE Utilization Report (DBE-16)** forms, and other forms as directed. Failure to submit forms and reports with requests for payment will result in denial of payment, or other sanctions deemed appropriate by the County, including those listed under Section (9), below.
11. When evaluating the performance of this contract after execution, Milwaukee County reserves the right to conduct compliance reviews and request, both from the contractor/consultant and the DBE firm(s), documentation necessary to verify actual level of DBE participation. If the contractor/consultant is not in compliance with these specifications, CBDP will notify the contractor/consultant in writing of the corrective action that will bring the contractor/consultant into compliance. If the contractor/consultant fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:
  - a. Terminate or cancel the contract, in whole or in part;
  - b. Remove the contractor/consultant from the list of qualified contractors/consultants and refuse to accept future bids/proposals for a period not to exceed three (3) years;
  - c. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the DBE contract commitment, where the failure to meet the DBE contract commitment is the result of a finding by CBDP of less than adequate good faith efforts on the part of the contractor/consultant; and/or
  - d. If the contractor/consultant has completed its contract, and the DBE contract commitment was not met due to an absence of good faith on the part of the contractor/consultant as determined under 49 CFR, Part 26, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE contract commitment. The County may in such case retain any unpaid contract amounts and retainage otherwise due the contractor/consultant, up to the amount of the unmet DBE contract commitment. If insufficient funds remain in the contract account to compensate the County up to that amount, Milwaukee County may bring suit to recover damages up to the amount of the unmet commitment, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.
12. Contractor/Consultant shall be credited for expenditures to DBE firms toward the requirements, if the entire identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed DBE firm. CBDP, through the application of 49 CFR, §26.55(c), will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
13. Contractor/consultant is required to notify CBDP if its DBE contractor(s) will further subcontract out work on this project. Work will be credited based on actual participation by DBE firms.

14. Contractor/Consultant must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, or if the contractor/consultant has a problem in meeting the DBE goal, or any other problem relative to the DBE goal requirement, the contractor/consultant shall immediately contact CBDP at (414) 278-5248. If needed, contractor/consultant must submit a written request for substitution, including the reason for the request and the log, to its DBE contractor and forward a copy to CBDP. Approval must be obtained from CBDP prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the contractor/consultant.
15. **Requests For Payment:** A ***DBE Utilization Report (DBE-16)*** form shall be submitted with each payment request by the contractor/consultant after contract award. This report must cover the period covered by the request for payment being submitted. This report must be submitted even if no DBE activity took place during the period being reported. The County Project Manager/Administrator will reject requests for payment that are not in compliance with this section.
16. **Final Payment Verification.** The contractor/consultant shall submit the ***Contract Close-Out DBE Payment Certification (DBE-18)*** and the final ***DBE Utilization Report (DBE-16)*** along with its final request for payment. The County Project Manager/Administrator will not process the final request for payment if these required reports are not included.
17. Milwaukee County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of CBDP.



**COMMUNITY BUSINESS DEVELOPMENT PARTNERS  
MILWAUKEE COUNTY**

**COMMITMENT TO CONTRACT WITH DBE**

PROJECT No.: \_\_\_\_\_ PROJECT TITLE: \_\_\_\_\_

TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_ DBE Goal: \_\_\_\_\_

A	V	Name & Address of DBE <sup>(*)</sup>	Scope of Work Detailed Description	DBE Contract Amount	% of Total Contract

[\* Separate commitment form must be completed for each DBE firm]

**Bidder/Proposer Commitment**

I certify that the DBE firm listed quoted the identified service(s) and cost(s), and acknowledge having contact, and receipt of confirmation, on partnering, pricing and delivery from DBE firm listed herein. Our firm \_\_\_\_\_ (Phone No. \_\_\_\_\_) intends to enter into contract with the DBE firm listed, for the service(s) and amount(s) specified if awarded this contract. A copy of the contract between our firm and that of the named DBE will be submitted directly to CBDP within seven (7) days from receipt of Notice to Proceed on this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable Local, State or Federal laws.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
expires \_\_\_\_\_  
Signature of Notary Public

State of \_\_\_\_\_. My Commission

[SEAL]

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



---

**DBE Affirmation**

- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by \_\_\_\_\_.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the Milwaukee County project specified herein.

---

Signature of Authorized DBE Representative

Name & Title of Authorized DBE Representative

Date

---

**FOR CBDP USE ONLY:**

(A) \$ \_\_\_\_\_

(V) \$ \_\_\_\_\_

Total % \_\_\_\_\_

**CBDP APPROVAL:**

---

Signature

Date



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## COMMITMENT TO CONTRACT WITH *DBE*

### ADDITIONAL INFORMATION/REQUIREMENTS:

1. This form is to be completed by the bidder/proposer (Bidder/Proposer Commitment section) and the intended DBE contractor (DBE Affirmation section) for inclusion in the bid/proposal submission.
2. The Directory of Certified DBE firms eligible for credit toward the satisfaction of this project's DBE goal will be found at the following link, and can be searched by Name and/or NAICS code.  
<https://www.triconsultants.com/wisdot/Reports/WisDotUCPDirectory.aspx>
3. **ALLOWANCES:** During the course of this project you will be using portions of the allowance, which was initially deducted from your contract when you figured out your DBE requirement. As the allowance is used on the project, it is to be added back into the total contract price. An exception would be if the allowance being used is such that the DBE(s) cannot handle any portion of the work, the total contract amount should remain the same. In this case, it is necessary for the prime contractor/consultant to contact CBDP immediately by phone and provide the dollar amount involved and the reasoning for DBEs not being utilized. In addition, a follow-up letter documenting the information is required.
4. **CHANGE ORDERS:** Any prime contractor/consultant receiving additional work on the contract, e.g., change orders, addendums, etc., is required to increase the amount of DBE participation proportionally. Any time you receive additional work of any type, the prime contractor/consultant is required to contact CBDP.
5. **WRITTEN CONTRACTS WITH DBEs:** CBDP requires that prime contractors/consultants enter into contract with the DBE(s) specifying the work to be completed and the dollar amount as indicated in this form. A copy of this contract must be submitted ***By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract.***  
**VIOLATION OF THE TERMS OF THIS AFFIDAVIT IS GROUNDS FOR TERMINATION OF YOUR CONTRACT.**
6. **SUBSTITUTIONS, DBEs FURTHER SUBCONTRACTING WORK, TRUCKING FIRMS:** The prime contractor/consultant must submit written notification of desire for substitution to the DBE affected, and forward a copy to CBDP, specifying the reason for the request. Any DBE so notified has five (5) business days to provide written objection/acceptance to the prime making the notification. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by CBDP (Refer to 49 CFR §26.53). **Approval must be obtained from CBDP prior to making any substitutions.** DBE contractors are also required to notify and obtain

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

7. **REQUESTS FOR PAYMENT:** Contractor/Consultant must indicate on the Continuation Sheet the work being performed by DBEs by either a) placing the word “DBE” behind the work item or b) breaking out the work done by DBEs at the end of the report. Prime contractor/consultant shall notify DBEs of the date on which they must submit their invoices for payment.
8. **DBE UTILIZATION REPORTS:** A DBE Utilization Report (DBE-16) must be submitted with each request for payment for the period's activity, even if no activity takes place during the period being reported. **Payments will be withheld from all prime contractors/consultants not in compliance.**

If you have any questions or concerns related to Milwaukee County's DBE Program, please contact

**Mark Phillips / [mark.phillips@milwcnty.com](mailto:mark.phillips@milwcnty.com) / 414.278.5104**



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION REPORT

***SUBMIT WITH EACH PAYMENT REQUEST/INVOICE***

PAYMENT/INVOICE # \_\_\_\_\_

NAME OF FIRM \_\_\_\_\_ TELEPHONE NO. (    ) \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_  
STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

PROJECT TITLE \_\_\_\_\_ PROJECT # \_\_\_\_\_

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

TOTAL DBE CONTRACT \$ AMT \_\_\_\_\_ TOTAL DBE PAYMENT YTD  
\$ \_\_\_\_\_ DBE % COMPLETE \_\_\_\_\_

COUNTY PROJECT/CONTACT PERSON \_\_\_\_\_ TELEPHONE NO. (    ) \_\_\_\_\_

REPORT FOR THE PERIOD FROM: \_\_\_\_\_ TO: \_\_\_\_\_  
20 \_\_\_\_\_ FINAL REPORT: (    ) Yes (    ) No

***List all DBE firms utilized in connection with this Project, even if not used during this reporting period.***

NAME OF DBE FIRM	DBE CONTRACT \$ AMOUNT	DBE WORK/SERVICE(S) PERFORMED	AMOUNT DUE TO DBE FOR THIS PERIOD	TOTAL PAYMENTS TO DATE	REMAINING BALANCE

Prepared by: \_\_\_\_\_  
by: \_\_\_\_\_  
(Name & Title)

Approved  
(Name & Title)



**COMMUNITY BUSINESS DEVELOPMENT PARTNERS  
MILWAUKEE COUNTY  
CONTRACT CLOSE-OUT  
DBE PAYMENT CERTIFICATION**

**Prime Contractor/Consultant must attach this form to the request for final payment in order to receive payment.**

County Department Issuing Contract/Project:  
\_\_\_\_\_

Prime Contractor/Consultant:  
\_\_\_\_\_

DBE Firm:  
\_\_\_\_\_

Project No.: \_\_\_\_\_ Project Name: \_\_\_\_\_

***Complete Section A if full payment has been made.  
Complete Section B if full payment will be made upon receipt of final payment  
from Milwaukee County.***

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

I hereby certify that our firm received \$\_\_\_\_\_ total payment for work on the above

referenced Milwaukee County project or contract.

Date \_\_\_\_\_, 20\_\_\_\_

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

I hereby certify that our firm has paid to date a total of \$\_\_\_\_\_ and will pay the balance of

\$\_\_\_\_\_ to \_\_\_\_\_ upon receipt

of payment from Milwaukee County for work on the above referenced project or contract.

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Prime Contractor/Consultant Signature)

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(DBE Contractor/Consultant Signature)

\_\_\_\_\_  
(Print Name & Title)



**COMMUNITY BUSINESS DEVELOPMENT PARTNERS  
MILWAUKEE COUNTY**

**CERTIFICATE OF GOOD FAITH EFFORTS**

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

Failure to demonstrate good faith efforts to meet the assigned DBE participation requirements to the satisfaction of Milwaukee County could result in the rejection of the bid/proposal.

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

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

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


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

**A. Identifying Contractible Work Items**

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

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


**B. Notifying DBE Firms of Contracting Opportunities**

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

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

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

Published Announcement/Publication (please describe)	Date

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



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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

Contact was made by: Telephone \_\_\_\_\_ Correspondence \_\_\_\_\_

Date contacted: \_\_\_\_\_ Person Contacted: \_\_\_\_\_

**C. Providing DBEs With Assistance**

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


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


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


D. Soliciting Proposal/Quotes From Interested DBE Firms

Bidder/Proposer must solicit quotes in good faith with interested DBE firms. Quotes, proposals and/or bids, from interested DBE firms shall not be rejected without sound justification.

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

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



10. Other comments you want Milwaukee County to consider:


**NOTE:** The information requested as set forth above is the minimum information required by Milwaukee County's Community Business Development Partners Department (CBDP) and CBDP may request the contractor/consultant to submit information on certain other actions taken to secure DBE participation in an effort to meet the contract goal.

AFFIDAVIT

STATE OF WISCONSIN            )

  ) ss

COUNTY OF \_\_\_\_\_ )

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

Signed: \_\_\_\_\_

Authorized Representative

Subscribed and sworn to before me:

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20 \_\_\_\_.

