

MILWAUKEE COUNTY SHERIFF'S OFFICE

MILWAUKEE COUNTY, WISCONSIN



**REQUEST FOR PROPOSAL (RFP)
Laundry Delivery Services**

RFP # 6758

Reissued: September 18, 2012

RFP DUE DATE: October 15, 2012

TABLE OF CONTENTS

I) OVERVIEW	4
A) PROJECT DESCRIPTION	4
B) SCOPE OF PROJECT.....	4
C) BACKGROUND.....	4
II) PROJECT REQUIREMENTS	6
A) VEHICLES.....	6
B) STAFFING.....	6
C) COMPLIANCE WITH TRAFFIC LAWS	6
D) TRANSITION PLAN.....	6
E) EFFICIENCY.....	6
III) GENERAL REQUIREMENTS.....	7
A) PROPOSAL NUMBER AND IDENTIFICATION	7
B) AFFIRMATION OF RFP CONTENTS.....	7
C) PROPOSAL DUE DATE.....	7
D) LATE PROPOSALS	7
E) BID OPENING.....	8
F) CONTRACT TERM/DURATION.....	8
G) PRICING STRUCTURE/ACQUISITION METHOD	8
H) PROPOSAL EXPENSES	8
I) WITHDRAWAL OF PROPOSALS	8
J) TERM OF PROPOSAL	8
K) REQUIRED FORMS, STATEMENTS AND CERTIFICATES	9
IV) BIDDER PARTICIPANT REQUIREMENTS	10
A) VENDOR QUALIFICATIONS	10
B) CORPORATE STABILITY AND FINANCIAL STRENGTH/DEPTH	10
C) ORGANIZATIONAL STRUCTURE OF VENDOR.....	10
D) RESUME INFORMATION	10
E) EXPERIENCE, CLIENT LIST AND REFERENCES.....	10
F) CONFIDENTIALITY	11
G) VENDOR CONTACT – PROPOSAL AND CONTRACT	11
H) LITIGATION AND CLAIMS HISTORY AND EXPERIENCE.....	11
V) RFP INFORMATION, PROCESS, AND ACTIVITES.....	12
A) PROPOSED SCHEDULE OF RFP ACTIVITIES	12
B) VENDOR QUESTIONS REGARDING RFP.....	12
C) REQUESTS FOR ADDITIONAL INFORMATION.....	12
D) COUNTY ADDENDA.....	12
E) BIDDER COMMUNICATION	12
F) PROPOSAL FORMAT.....	13
G) EVALUATION PROCESS.....	14
H) EVALUATION CRITERIA -	14
I) BEST VALUE.....	14
J) RESERVATION OF RIGHT TO CHOOSE VENDOR	14
K) COUNTY RIGHT TO NEGOTIATE	15
L) REJECTION OF PROPOSALS	15
VI) INSURANCE REQUIREMENTS.....	16
A) INSURANCE COVERAGE.....	16
B) INDEMNITY	16
C) INSURANCE RATING	17
D) CERTIFICATE OF INSURANCE REVIEW	17
E) DEVIATIONS AND WAIVERS	17
F) SUBCONTRACTOR LIABILITY COVERAGE.....	17

VII)	COMMUNITY BUSINESS DEVELOPMENT PARTNERS UTILIZATION	18
VIII)	TERMS AND CONDITIONS.....	21
A)	APPLICABLE LAW	21
B)	“LIVING WAGE” REQUIREMENT	21
C)	DRUG-FREE WORKPLACE.....	21
D)	INDEMNITY BY THE VENDOR.....	21
E)	STAFF PROJECT PARTICIPATION	21
F)	TERMINATION BY VENDOR	22
G)	COOPERATION UPON TERMINATION	22
H)	TERMINATION BY COUNTY FOR VIOLATIONS BY VENDOR (FOR CAUSE)	22
I)	UNRESTRICTED RIGHT OF TERMINATION BY COUNTY (WITHOUT CAUSE)	22
J)	ELIMINATION, DELAY OR REDUCTION IN FUNDING.....	23
K)	BILLING AND PAYMENT PROCESS	23
L)	ASSIGNMENT	23
M)	CODE OF ETHICS	23
N)	VENDOR CONDUCT	24
O)	NOTICES	24
P)	BINDING EFFECT.....	24
Q)	ENTIRE AGREEMENT	24
R)	PERMITS, TAXES, LICENSES	25
S)	PERFORMANCE BOND	25
T)	REQUIRED SERVICES	25
U)	STAFF QUALIFICATIONS.....	25
V)	SPACE AND UTILITIES	25
W)	CONTINGENCY PLANS.....	25
IX)	APPENDIX I.....	26
X)	APPENDIX II.....	34

I) OVERVIEW

A) PROJECT DESCRIPTION

The Milwaukee County Sheriff's Office, known and identified throughout this document as MCSO, is hereby soliciting competitive sealed proposals from qualified professional firms to provide laundry Delivery services between County Correctional Facility South 8885 S 68th St, Franklin WI and the following:

- County Correctional Facility Central (CCFC) 949 N 9th St, Milwaukee WI
- Milwaukee County Medical Examiner's Office (ME) 933 W Highland Ave, Milwaukee, WI
- Milwaukee County Behavior Health (BHD) 9455 W. Watertown Plank Road, Wauwatosa, WI
- Milwaukee County Juvenile Detention Center (JDC) 10201 W Watertown Plank Road, Wauwatosa, WI

B) SCOPE OF PROJECT

- 1) MCSO is soliciting a competitive Request for Proposal (RFP) to obtain the services of a contract provider to pick up soiled textiles from the above listed locations and deliver laundered textiles to above listed locations. All operations, in accordance with state and federal laws, MCSO rules and regulations, and Wisconsin DOT standards.
- 2) The purpose of this RFP is to obtain a vendor willing to form a partnership with MCSO and who will work with the management leadership of MCSO to provide managed, cost effective services. Vendors are expected to provide all equipment, supplies, personnel, and insurance.
- 3) Vendors *must* have comprehensive plans in place with regards to all items in Section II Project Requirements.

C) BACKGROUND

- 1) County Assertion of Estimates-Any information contained herein is provided as an estimate of volume based on past history. This data is provided for the general information of vendors and is not guaranteed to be relied upon for future volume levels
- 2) Delivery Schedule-
 - Approximately 28 hours per week
 - Average 1,625 miles per month
 - Daily Hours: Monday 4:00 am-11:30 am
Tuesday 4:00 am-7:00 am and 10:00 am-11:30 am
Wednesday 4:00 am-8:45 am
Thursday 4:00 am-7:00 am and 10:00 am-11:30 am
Friday 4:00 am-10:30 am

- 3) Vendor must be able to guarantee performance, plus or minus depending on variance of circumstance, of the following estimates based on past MCSO performance. Poundage is dry clean weight.
- CCFC
 - Weekly Average 2147 pounds Monthly average 47244 pounds M-F
 - Medical Examiner
 - Weekly Average 12 pounds Monthly average 155 pounds M/W/F
 - BHD
 - General Linen:Weekly Average 3262 pounds Monthly average 42406 pounds M/W/F
 - Personals:Weekly Average 465 pounds Monthly average 6043 pounds T/TH/F
 -
 - JDC
 - Weekly Average 705 pounds Monthly average 9145 pounds M/W/F

II) PROJECT REQUIREMENTS

Comprehensive plans; policies, procedures and specifications addressing each of these requirements must accompany the RFP response.

A) VEHICLES

- 1) Vendors will specify whether they type of vehicle use d to meet the requirements of the RFP
- 2) Maintenance, repairs, fuel costs are the responsibility of the vendor.
- 3) Vehicle must meet or exceed all DOT requirements.
- 4) Replacement vehicles must be available to ensure deliveries are as scheduled.

B) STAFFING

- 1) Vendors staff must pass a background check
- 2) Vendors staff is subject to random drug and alcohol screening at the discretion of MCSO.
- 3) Vendors staff must meet DOT restrictions and requirements.

C) COMPLIANCE WITH TRAFFIC LAWS

- 1) Vendors will specify procedures for ensuring that all traffic laws and ordinances are obeyed during the transport of textiles, to include speeding; procedures to ensure that all vendor employees are appropriately licensed drivers.

D) TRANSITION PLAN

- 1) Vendors will specify procedures for ensuring a smooth transition from County services to Vendor services.

E) EFFICIENCY

- 1) Vendor must provide procedures for meeting the daily demand of the transportation of clean and soiled textiles, procedures for meeting fluctuating demand deliveries and pickups of textiles, procedures for ensuring timeliness of transports.
- 2) Vendor must utilize the most efficient routes to and from all locations.

III) GENERAL REQUIREMENTS

A) PROPOSAL NUMBER AND IDENTIFICATION

Mark all documents with the RFP name and number. One original signed copy of the proposal marked "Original" and three (3) signed copies of the proposal shall be submitted by express or overnight mail/shipping service, U.S. Postal Service, hand delivery by a vendor representative, or by Courier in two sealed packages clearly marked on the outside:

"Sealed Proposal for Milwaukee County, Request for Proposal for Laundry Delivery Services, RFP #6758- Technical Proposal"

and

"Sealed Proposal for Milwaukee County, Request for Proposal for Laundry Delivery Services, RFP #6758-Cost Proposal"

The proposals shall be addressed to:

**MILWAUKEE COUNTY CLERK'S OFFICE
901 NORTH NINTH STREET, ROOM 105
MILWAUKEE, WI 53233**

Additionally, the Vendor shall submit two (2) electronic copies on CD in Microsoft Word of the Technical and the Cost proposal, labeled in the same manner as the written responses.. All proofreading and notation marks must be deleted from the electronic and paper copies. The electronic copies will serve as the "Original" copy to be kept on file.

B) AFFIRMATION OF RFP CONTENTS

- 1) Each vendor must examine and commit to the RFP document indicating understanding and agreement of the items on each page of the document. An authorized vendor representative must initial each page indicating compliance with all the terms on the page.. The submission of the RFP document, initialed per page by the vendor, will be submitted along with the vendor's proposal. The initialed RFP will become part of the final contract with the successful bidder.
- 2) The enclosed form, "Sworn Statement of Bidder" must be completed by an authorized corporate entity and submitted with the proposal prior to the designated deadline. This form must be signed and notarized indicating review and understanding of the RFP.

C) PROPOSAL DUE DATE

- 1) Proposals will be accepted no later than 11:00 am, CDT, October 15, 2012. Proposals received after this time will not be accepted. It is the responsibility of the vendor to ensure the timely delivery of their proposal for receipt on or before the deadline.

D) LATE PROPOSALS

- 1) Any proposals received after the above stated date and time will not be accepted under any circumstances. It is the responsibility of the vendor to ensure the timely delivery of their

proposal for receipt on or before the deadline. Late proposals will be rejected and returned to the vendor or origin, unopened by MILWAUKEE COUNTY.

E) BID OPENING

- 1) Bids will be opened at a time and place convenient to MCSO.

F) CONTRACT TERM/DURATION

- 1) Initial Duration - The period of performance contracted will be for two (2) initial years.
- 2) Renewal Options/Extension – There are two (2), one – year renewal options, resulting in a potential total contract term of four (4) years. MCSO may consider extension without rebid and any request for extension of the contract beyond the established four-year term, within the terms and conditions of Milwaukee County procurement guidelines and policy. The service level of the contract must be exemplary for MCSO to entertain such a consideration.

G) PRICING STRUCTURE/ACQUISITION METHOD

- 1) **Cost proposals must be submitted in a separate sealed envelope.** Any vendor submitting a pricing proposal with their Technical Proposal will be notified that they have been disqualified. There are no stipulations with regard to pricing structure. Vendors may propose any structure they deem to be in the best interests of their business and their understanding of the intent of this RFP.

H) PROPOSAL EXPENSES

- 1) The vendor submitting a proposal shall bear the expense of the preparation of the proposal in response to this RFP. MCSO is not responsible for any costs associated with the vendor's development of the response proposal.

I) WITHDRAWAL OF PROPOSALS

- 1) Any proposal may be withdrawn up until the date and time set for the deadline for the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer for a period of one year or until one of the proposals has been duly accepted and Milwaukee County executes a contract. A Notice of Intent to Award will be issued by MCSO. However, no guarantee or representation is made herein as to the time between the proposal opening and subsequent contract action.

J) TERM OF PROPOSAL

Short of officially withdrawing the proposal from consideration, any proposal submitted to MCSO for consideration will constitute an irrevocable offer for a period of not less than one (1) year or until such time that another vendor has been selected and a contract executed by Milwaukee County, whichever occurs first. The Vendor must guarantee the technical requirements and pricing as good and in effect for not less than a three-year period after the date of original submission of the bid.

K) REQUIRED FORMS, STATEMENTS AND CERTIFICATES

The following required forms and certificates must be included with the submitted proposal (this list is not inclusive, other forms are listed in this document and/or attached for submission with the proposal):

- 1) **Affirmative Action Statement** – Milwaukee County requires a statement and participation information for each partner or subcontractor identified in the proposal. A full disclosure of job assignment, time on task, time on site, ethnic and or gender information is required for each team member from each partner or subcontractor. All respondents will be required to include a signed Affirmative Action Statement in their proposal response.
- 2) **Conflict of Interest Disclosure Statement** - All proposal submitters must disclose the name of any officer, director, or agent who is also an employee of Milwaukee County. The firm must disclose the name of any County employee who owns, directly or indirectly, any interest in the submitter business or any of its branches, or any known potential conflicts of interest with any current client or employee of the firm, and the interest or employees of Milwaukee County.
- 3) **Sworn Statement of Bidder** – Each proposal must include the statement form included within this RFP. Each proposal submitter shall examine and review the Request for Proposal documents, indicating their understanding of each page by completing in full the sworn statement of the bidder included in this package as well as by initialing each and every page of the RFP document.

IV) BIDDER PARTICIPANT REQUIREMENTS

A) VENDOR QUALIFICATIONS

- 1) For any vendor to qualify to submit a proposal in response to this RFP, the vendor must demonstrate how long they been in existence, in its current form and with the same name (if not, then provide acquisition information with details such as date, prior organizational name, etc.).

B) CORPORATE STABILITY AND FINANCIAL STRENGTH/DEPTH

- 1) MCSO will evaluate proposals on the basis of the vendor's financial stability and the vendor's capacity to undertake and sufficiently support the project.
- 2) Each proposal must include a copy of the most recent independent financial audit and accompanying financial statements of the vendor to establish sound financial condition and sufficient backing for depth of support to a contract of this size and complexity with multiple locations. If financial issues exist for the corporation, whether publicly traded or privately held, they must be clearly identified and a plan of corrective action submitted as well to demonstrate appropriate initiatives to address the financial concerns.
- 3) An unsatisfactory ranking with regard to financial issues may be grounds for MCSO to reject the proposal and eliminate it from further consideration

C) ORGANIZATIONAL STRUCTURE OF VENDOR

- 1) The vendor is required to provide an overview of the firm's size, staffing organizational structure and format, including a detailed explanation of services presently provided by the firm and related core competencies. The vendor must also indicate the specific firm strengths that are most compatible with this RFP.

D) RESUME INFORMATION

- 1) Each Vendor must provide resume information on all senior management staff within the corporation, minimally including the President and Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer. This should include information relating to their role with the firm, education, number of years with the vendor, related work experience (specifically as it relates to providing laundry Delivery services to jails), professional association memberships and all state licenses and registrations held by such personnel.

E) EXPERIENCE, CLIENT LIST AND REFERENCES

- 1) Geographic Scope – The vendor must identify the geographic scope of the firm, whether local, within Wisconsin, regional, national or international. If the vendor is not local, it must identify the location of the closest office designated to provide project support, supervision and oversight.
- 2) Client List - Each responder must submit a detailed list of all projects and clients for the last five years. The client list must include both current and former contracts and include appropriate contact person names and title, agency (city, county, state, federal, etc.), location with address and telephone number as well as facsimile number and e-mail address (if in

existence). Each contract must be identified as current or former and if a prior contract, why the contract was lost, when and to whom. Locations must be included where services were provided even if no executed agreement was ever reached.

- 3) Vendors who do not provide services under contract to organizations will lose points on both the proposal and reference sections of the proposal evaluation.
- 4) References - Vendors must include a list of client references. A form is included with this RFP on which the vendor can list references.

F) CONFIDENTIALITY

- 1) All completed and submitted proposals become the property of Milwaukee County. MCSO may use the proposal for any purpose it deems appropriate. Prior to MCSO approval, the proposal/application material is considered as “draft” and is not subject to the Wisconsin “Open Records” law. After approval by MCSO, the proposal material becomes part of the contract between the vendor and Milwaukee County.
- 2) Upon signing of a contract, proposals and contracts are subject to the State of Wisconsin “Open Records” law. If any information is to be considered proprietary, the vendor must place it in a separate envelope and mark it “Proprietary Information.” Milwaukee County retains the final authority as to the extent of material that is considered proprietary or confidential.

G) VENDOR CONTACT – PROPOSAL AND CONTRACT

- 1) Each vendor must designate one central contact person for the duration of the proposal process and additionally for the start-up transition and term of the contract. It is expected that the central contact person will remain intact throughout the proposal and evaluation process including contract negotiation and then overlap with the contact identified for implementation and operation of the contract. MCSO must approve any substitution of this individual during the duration of this contract. The replacement must have credentials similar to the person s/he is replacing and MCSO will be the sole judge of the adequacy of the replacement

H) LITIGATION AND CLAIMS HISTORY AND EXPERIENCE

- 1) Each vendor must submit a listing of all legal claims closed and pending relating to bailment, transportation services, employee claims, problems or disputes over the firm’s performance on contracts or projects held during the last five (5) years, specifying the jurisdiction of the case, i.e. state tort, civil rights – individual versus class action, etc.
- 2) Cases should be separated by type of litigation, i.e. state torts, federal civil rights violation cases (identified as individual or class action), or related to contract terms, termination, breach or failure to perform.
- 3) Firms must provide information on any legal settlements within this period as well with the dollar amount listed and terms of the agreement described. The same must be provided for all other firms included as subcontractors to the prime vendor.

V) RFP INFORMATION, PROCESS, AND ACTIVITIES

A) PROPOSED SCHEDULE OF RFP ACTIVITIES

<u>DATE</u>	<u>ACTIVITY</u>
September 18, 2012	RFP released
September 28, 2012	Written questions due
October 1, 2012	Answers to questions distributed
October 15, 2012	Bids due
October , 2012	RFP Panel Review
October 2012	Notice of intent to award contract
October/November 2012	County Board approval
October/November 2012	Contract negotiations

B) VENDOR QUESTIONS REGARDING RFP

- 1) Should clarification of the RFP or additional information be requested, such requests shall be made in writing, e-mail or by fax to:

Captain Debra Burmeister
Milwaukee County Sheriff's Office
949 North 9th Street
Milwaukee, WI 53233
E-Mail: debra.burmeister@milwcnty.com

C) REQUESTS FOR ADDITIONAL INFORMATION

- 1) Written requests for information and questions may be submitted by 11:00 am CDT on **September 28, 2012**. MCSO will respond to questions in writing by **October 1, 2012**. Vendors must reference the RFP number and subject in all questions. At its discretion, MCSO may answer inquiries by means of a written response by fax or mail or by e-mail. All questions received will be printed with the respective answers generated by MCSO. Questions and answers will be distributed to all companies submitting the Letter of Intent to Bid. The vendor placing the question will not be identified.

D) COUNTY ADDENDA

- 1) If any addenda are issued to this RFP, MCSO will post the information on the MCSO website. However, it shall be the responsibility of each vendor, prior to submitting the proposal, to contact MCSO to determine if addenda were issued and to make such addenda a part of the RFP response.

E) BIDDER COMMUNICATION

- 1) Bidders are prohibited from communicating directly with any employee of Milwaukee County except as described herein. No County employee or representative other than those

individuals listed as County contacts in this RFP is authorized to provide any information or respond to any question or inquiry concerning this RFP.

- 2) MCSO shall not be responsible for verbal information given by any MCSO employee or other person other than duly authorized MCSO Staff. The issuance of a written response is the only official method whereby interpretation, clarification or additional information will be communicated and authorized.

F) PROPOSAL FORMAT

- 1) Cover Letter: A cover letter submitted on the firm's letterhead and signed by an authorized official of the firm, certifying the accuracy of all information in the proposal and certifying the price proposal will remain firm for 120 days from the date submitted. Said letter must contain the following certification: **“The undersigned certifies and represents that all data, pricing, representations and other information, of any sort or type, contained in this response is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to the RFP for the Milwaukee County Jail Laundry Delivery Services”.**
- 2) Executive Summary: Submit an executive summary of the proposal, covering the main features and benefits that distinguish it, in non-technical terms. Do not exceed five pages and do not include and pricing information.
- 3) The vendor proposals must answer this RFP section by section and number by number or the proposal may be disqualified and rejected. The vendor must reply by section, and state in specific terms what services they will provide and their respective approach in addition to what services they will not be able to provide. The proposal should address each section in this RFP that deals with requirements, either legal or technical, and clearly state either “comply” or “not comply.”
- 4) The proposal will describe in detail how implementation of the program plan will be accomplished. The proposal will answer how the Vendor will provide the services listed and reference by number the appropriate category and subtask.
- 5) Each vendor submitting a proposal must meet the minimum requirements for scope of services contained in the RFP. Failure to respond completely, or submission of alternatives without having first met the base requirements identified may result in disqualification of the proposal.
- 6) The vendor is admonished not to simply repeat the requirements of the RFP as the services to be provided. The proposal should be as concise as possible with minimal duplication of information.
- 7) Appendices and attachments to the base proposal should be separate and contribute significantly to the value of the proposal.
- 8) The proposal must demonstrate the vendor's understanding of the scope of work and capabilities to deliver the services described.

G) EVALUATION PROCESS

- 1) Evaluation Committee - MCSO will establish an Evaluation/Selection Committee to evaluate proposals. The Evaluation Committee will assign points, total the points, rank the proposals and select the finalist in accordance with criteria noted in this RFP.
- 2) Scope of Services/Technical Requirements will be evaluated separately from Cost/Price and the recommendations made independently.
- 3) MCSO reserves the right to require oral presentations and/or written questions/answers for further clarification of specific RFP processes.
- 4) MCSO will issue a Notice of Intent to Award. Non-finalist will be notified of their status by letter or e-mail.
- 5) Notification will be given to the vendor selected to pursue contract negotiations. Contract negotiations will be initiated with the highest ranked firm after ranking is combined for scope of services and price and then finalized by the Evaluation Committee and approved by appropriate MCSO authorities. Should MCSO be unable to come to terms with this firm, the next highest ranked firm will be contacted and negotiations begun with them should MC make the determination to continue forward. MCSO will issue a Notice of Intent to Award. Non-finalists will be notified of their status by letter.

H) EVALUATION CRITERIA -

<u>Criteria</u>	<u>Points</u>
Quality of Leadership Team	10
References	10
Quality/Applicability of Proposal	20
Transition Implémentation Plan	10
Cost/Price	50
Disadvantaged Business Enterprise	Pass/Fail
Total Maximum Score (including value added)	100

I) BEST VALUE

- 1) MCSO may select a successful vendor on the basis of the response/proposal demonstrating the best value in total for the professional services requested and described. Vendor selection may be based upon the proposal that best achieves the goals of this RFP. **Measurable performance outcomes for the life of the contract should be included and clearly stated.**

J) RESERVATION OF RIGHT TO CHOOSE VENDOR

- 1) MCSO reserves the total, unrestricted and unilateral right to accept or reject any or all proposals, to waive irregularities and technicalities, and/or to request resubmission. There is no obligation on the part of MCSO to award the contract to the lowest bidder, or to any vendor. MCSO reserves the right to award the contract to a responsible submitter providing a responsive proposal with a resulting agreement that is most advantageous and in the best

interest of MCSO. MCSO shall be the sole judge of the proposal and the resulting agreement that is in its best interest, and its decision shall be final.

K) COUNTY RIGHT TO NEGOTIATE

- 1) MCSO reserves the right to negotiate the terms of the agreement as a result of this RFP and may negotiate a modification in any component of the scope of services or price identified in the original proposal with the goal of reducing costs to MCSO.

L) REJECTION OF PROPOSALS

- 1) MCSO reserves the right to reject any and/or all proposals or any part of each proposal; to waive any irregularity in any proposal and determine which firm, in its judgment, best meets MCSO's needs to receive an award after successful contract negotiations. **MCSO makes no assertion that any professional services will be purchased from any vendor as a result of this RFP.**

VI) INSURANCE REQUIREMENTS

A) INSURANCE COVERAGE

Vendor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Worker's Compensation laws and/or vicarious liability arising from employees. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, including Employer's Liability and insurance covering General and Automobile Liability coverages in the following minimum amounts.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Worker's Compensation Or Proof of All States Coverage	Statutory Waiver of Subrogation
Employers' Liability	\$100,000/\$500,000/\$100,000
United States Longshoreman and Harbor Workers Compensation Act Coverage	If required by law
<u>Commercial General Liability</u>	
Bodily Injury & Property Damage (Incl. Personal Injury, Fire, Legal Contractual & Products / Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
<u>Automobile Liability</u>	
Bodily Injury & Property Damage All Autos – Owned, non-owned and Or hired	\$5,000,000 per Accident
Uninsured Motorists	Per Wisconsin Requirements
<u>Bailees Liability</u>	<u>\$10,000 per occurrence</u>

Milwaukee County, as its interests may appear, shall be named as an additional insured for General, Automobile Liability, and be afforded a thirty (30) day 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. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this agreement.

Vendor agrees to obtain and maintain a Performance Bond in the amount of the contract bid.

B) INDEMNITY

- 1) The vendor agrees to the fullest extent permitted by law to indemnify, defend and hold harmless, the COUNTY, and its agents, officers and employees, from and against all loss or expense including costs and attorney' 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 vendor, or its (their) agents which may arise out of, or are connected with, the activities covered by this agreement.

- 2) In accordance with applicable laws, the COUNTY shall be responsible for defending and paying judgments on behalf of its officers, employees and agents for any claims that may arise out of COUNTY's negligence for acts, policies, or directives that affect the activities covered by this agreement.

C) INSURANCE RATING

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

D) CERTIFICATE OF INSURANCE REVIEW

- 1) – A Certificate of Insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of the agreement drafted from this RFP and subsequent vendor proposal.

MILWAUKEE COUNTY, AS ITS INTERESTS MAY APPEAR, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR GENERAL, LIABILITY, if applicable, AS RESPECTS THE SERVICES PROVIDED IN THE AGREEMENT resulting from this RFP . 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 MILWAUKEE COUNTY.

E) DEVIATIONS AND WAIVERS

- 1) Deviations and waivers to these requirements may be requested in writing based on market conditions to Milwaukee County Director of Risk Management and Insurance. Approval shall be given in writing of any acceptable deviation or waiver to the vendor prior to any change to coverage being initiated. Waivers shall not be dully withheld nor denied without consultation with the Vendor.

F) SUBCONTRACTOR LIABILITY COVERAGE

- 1) It is understood and agreed that the successful vendor will obtain information on the professional liability coverage of all subcontractors in the same form as specified above. Such documentation must be available for review by Milwaukee County.

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

Milwaukee County Risk Manager
Milwaukee County Courthouse – Room 302
901 N. 9th St.
Milwaukee, WI 53233

VII) Community Business Development Partners Utilization

GENERAL INFORMATION

In keeping with the spirit of Milwaukee County ordinance 56.30, the Proposer shall ensure that DBE's (Disadvantaged Business Enterprise) have the maximum opportunity to participate in this project. A seventeen (17) percent participation rate goal has been set.

Proposers should include and will be evaluated on their philosophy and approach to include DBE participation as a part of the scope of their services.

Milwaukee County reserves the right to give credit to the Proposer that submits the best DBE Utilization Plan.

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 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.
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:

* 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.

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 (11), 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.

Revised 08/30/06

VIII) TERMS AND CONDITIONS

A) APPLICABLE LAW

All applicable laws and regulations of the federal government, the State of Wisconsin, and ordinances, codes and regulations of Milwaukee County, Wisconsin, and any other lawful entity having proper jurisdiction, will apply to any resulting agreement and the work and services to be performed.

B) “LIVING WAGE” REQUIREMENT

- 1) Milwaukee County has a “Livable Wage” policy that requires anyone having a contract with Milwaukee County to pay his or her employees working Milwaukee County a minimum of \$7.70 per hour.

C) DRUG-FREE WORKPLACE

- 1) The vendor must describe corporate policy regarding pre-employment drug testing and regarding maintaining a drug-free work environment. All vendor employees and independent contractors as well as subcontractors must participate in a pre-employment drug-screening program provided through the vendor. This drug screening must include the most common drugs of abuse. Positive results that are not sufficiently explained by legitimate prescription medications will result in the individual not being allowed within the facilities.

D) INDEMNITY BY THE VENDOR

- 1) To the fullest extent permitted by law, the successful respondent agrees to indemnify, defend and hold harmless Milwaukee County, its agents, officers and employees, from and against all loss or expense, including related costs and reasonable attorney’s fees by reason of liability for damages, including suits at law or in equity, caused by direct or indirect, wrongful, intentional, willful misconduct or negligent acts or omissions of the service provider or its agents, which may arise out of or are connected with the activities covered by this contract.

If Milwaukee County Corporation Counsel defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of vendor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, submitter agrees to reimburse Milwaukee County for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action, or lawsuit.

E) STAFF PROJECT PARTICIPATION

- 1) MCSO reserves the right to approve or reject, for any reason, any and all vendor or subcontractor staff assigned to this contract. Additionally, MCSO may deny access or admission to MCSO facilities at any time for such staff. Such access will not reasonably be withheld. **MCSO will be responsible for the timely completion of all proposed vendor staff criminal background checks prior to any such staff’s initiation of recurring services. Vendor applicants or staff who do not pass background checks will be denied access to the jail.**

F) TERMINATION BY VENDOR

- 1) The successful vendor may, at its option, terminate the contract, once executed, upon the failure of MCSO to pay any amount that may become due hereunder for a period of forty-five (45) days following submission of appropriate billing and supporting documentation. Upon said termination, Vendor shall be paid the compensation due for all services rendered through the date of termination.
 - (a) **For Cause** – The Vendor may terminate the contract for cause with prior written notification of termination delivered to MCSO at least sixty (60) days before the effective date of termination.
 - (b) **Without Cause** - The Vendor may terminate this resulting agreement without cause with a notice period of not less than one hundred and twenty (120) days. Written notice of termination must be delivered to MCSO and the notice period observed prior to the effective date of termination.
- 2) In the event of termination by the Vendor, notice shall be delivered by the Vendor in writing, with return receipt required, to:

**Richard R. Schmidt, Inspector
Milwaukee County Sheriff's Office
821 W. State Street
Milwaukee, WI 53233**

G) COOPERATION UPON TERMINATION

- 1) The Vendor must cooperate with MCSO in the event of termination so as to ensure that MCSO can maintain continuity of service delivery.

H) TERMINATION BY COUNTY FOR VIOLATIONS BY VENDOR (FOR CAUSE)

- 1) If the Vendor fails to fulfill its obligations under the contract resulting from this RFP, in a timely and proper manner, or violates any of its provisions, County may thereupon have the right to terminate the agreement by giving thirty (30) days written notice of termination, return receipt required, specifying the alleged violations and effective date of termination. The contract may not be terminated if, upon receipt of the notice, the Vendor promptly cures the alleged violation prior to the end of the notice period. In the event of termination, MCSO will only be liable for services rendered and expenses incurred through the date of termination and not for the uncompleted portion and for any materials and services purchased or paid for by the Vendor for use in completing the contract.

I) UNRESTRICTED RIGHT OF TERMINATION BY COUNTY (WITHOUT CAUSE)

- 1) MCSO further reserves the right to terminate this contract at any time for any reason by giving Vendor thirty (30) days written notice by return receipt mail of such termination. In the event of said termination, Vendor shall not reduce its activities hereunder unless agreed in advance by MCSO. The Vendor will be paid according to the contract for services rendered through the date of termination.

J) ELIMINATION, DELAY OR REDUCTION IN FUNDING

- 1) Said termination may also occur should Milwaukee County Board of Supervisors fail to appropriate sufficient monies required for the completion of the contract. All agreements are subject to appropriation and funding. In the event of any elimination, delay or reduction in funding available to the contract, MCSO may seek supplemental funding and may renegotiate with the Vendor the rates and services to be continued under the agreement. In no event may MCSO be penalized for any payment not made in a timely manner due to any delay in appropriation or funding.

K) BILLING AND PAYMENT PROCESS

- 1) The County qualifies for sales tax exemption as a governmental agency. No pricing within this proposal shall include state or local sales or use taxes.
- 2) The successful bidder will invoice MCSO a maximum of once per month after the month of services, within the first ten (10) days of the subsequent month. Each invoice will be required to provide a reasonable detail of the services that were performed or other agreed upon items, for the charge that has been invoiced. MCSO will make every effort to ensure that the Vendor is paid promptly and accurately.

L) ASSIGNMENT

- 1) Assignment by Subcontract – Assignment of any portion of the work by subcontract must have the prior written approval of Milwaukee County.
- 2) Limitation – The final executed contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.
- 3) Survivorship of Benefits – The contract will be binding upon and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors and assigns.

M) CODE OF ETHICS

- 1) Vendor must attest that it is familiar with Milwaukee County's Code of Ethics which states:
9.05 Code of Ethics
(2)(l) No person(s) with a personal 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 County official who has approval authority over that contract during its consideration. Contract consideration shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by Section 9.15 unless an acceptance by an elected official would conflict with this section. The language in Section 9.05(2)(l) shall be included in all Request for Proposals (RFP) and bid documents.

- 2) To document that no conflict of interest exists between the vendor and any Milwaukee County employee, agent or representative or an immediate family member, the vendor must submit the "Conflict of Interest Stipulation" form (attached) with the proposal. This form attests to the fact that no such person is also an owner, corporate officer, employee, agent or representative of the vendor submitting the bid. If such a relationship exists in any form, the vendor must fully disclose the situation and explain the details.

N) **VENDOR CONDUCT**

- 1) During the time that this RFP is in process, i.e. from the date issued by Milwaukee County to the date a vendor is selected and a contract is executed, if applicable, no gratuities of any kind will be accepted by MCSO staff from vendor employees, agents or representatives including meals, gifts or trips, except as provided for as reference site visitations and/or during oral presentations and finalist evaluations. Violation of these conditions will constitute immediate disqualification.

O) **NOTICES**

- 1) Notices to County provided for in this RFP and eventual contract shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to:

**Richard R. Schmidt, Inspector
Milwaukee County Sheriff's Office
821 W. State Street
Milwaukee, WI 53233**

- 2) The reverse will also hold true regarding notice to the Vendor as the parties may designate.

P) **BINDING EFFECT**

- 1) This resulting agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. MCSO's RFP and the vendor's proposal in response to the RFP and any additional negotiated conditions reduced to writing will constitute the contract between the successful vendor and Milwaukee County. This agreement then constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Vendor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations and orders.

Q) **ENTIRE AGREEMENT**

- 1) The contract, along with the vendor initialed RFP, all attachments thereto and the vendor's proposal constitutes the entire agreement between the parties. All prior and contemporaneous understandings, representations, and agreement must be merged therein or superseded hereby. No alterations, modifications, releases or waivers of the contract or any portion thereof will be effective unless in writing and executed by mutual agreement of both parties.

R) PERMITS, TAXES, LICENSES

- 1) The vendor is responsible for all necessary permits, licenses, fees and taxes required to carry out the provisions of the RFP. The financial burden for such expenses rests entirely with the vendor providing the service under the contract.

S) PERFORMANCE BOND

- 1) A performance bond of not less than 100% of the amount of the total agreed upon price is required of the vendor upon execution of the contract.

T) REQUIRED SERVICES

- 1) This RFP solicits proposals for inmate transportation, including any estimates above or below the examples given. MCSO will furnish the space for one employee of the successful bidder at no charge to the bidder to facilitate scheduling inmate transportation.

U) STAFF QUALIFICATIONS

- 1) Vendor must include the resumes of the employees who will be performing inmate transportation, and the person who will be the administrative contact person for the management of MCSO.

V) SPACE AND UTILITIES

- 1) Milwaukee County will furnish space in the Milwaukee County Jail suitable for the scheduling operations of one employee of bidder. All vehicles, restraints, and other equipment necessary for the successful performance of this contract must be stored off-site at bidders expense. Bidder is responsible for all vehicle maintenance, fuel costs, and procurement of all equipment necessary to successfully perform this contract. MCSO must have approval of all restraints, vehicles, equipment, and procedures to be used. Bidder must provide number and type of vehicles to be used to successfully perform this contract.

W) CONTINGENCY PLANS

- 1) Bidder must provide detailed contingency plans regarding procedures to be followed in the event of inmate escape, criminal act, employee use of force, or medical emergency. All procedures must adhere to Wisconsin state statutes regarding treatment of prisoners and be approved by MCSO. Bidder must be able to articulate plans for providing transportation of inmates who must be kept separate per Wisconsin state statute and MCSO policy and procedures, such as women and juveniles.
- 2) Bidder must be able to demonstrate the fundamental ability to meet deadlines regarding pick-up and drop-off times, and explain security procedures to include any weapons in service.

IX) APPENDIX I

Required Forms

MILWAUKEE COUNTY
REQUEST FOR PROPOSAL

CONFLICT OF INTEREST STIPULATION

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

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

YES _____

NO _____

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

Name _____

County Position _____

Business Relationship _____

The appropriate corporate representative must sign and date below:

Printed Name _____

Authorized Signature _____

Title _____

Date _____

**MILWAUKEE COUNTY
REQUEST FOR PROPOSAL
LAUNDRY DELIVERY SERVICES**

SWORN STATEMENT OF BIDDER

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

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

Of the Bidder, _____,
Name of Vendor

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

I have reviewed the RFP, and all related attachments and information provided through MCSO, in detail before submitting this proposal.

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

I certify that all statements within this proposal are made on behalf of the Bidder identified above.

I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Bidder.

I further stipulate that the said statements contained within this proposal are true and correct and this sworn statement is hereby made a part of the foregoing RFP response.

Signature

Legal Address

Subscribed and sworn to before me

This _____ day of _____, 20__

Notary Public, _____ County

State of _____

My commission expires _____.

**MILWAUKEE COUNTY
REQUEST FOR PROPOSAL
LAUNDRY DELIVERY SERVICES**

VENDOR REFERENCES

Reference #1

1) Agency Name _____

Agency Address _____

Contact Person _____ Contact Number _____

E-Mail (REQUIRED) _____ Fax Number _____

Number of Sites _____ Number of Inmates _____

Facility Type _____ Jail _____ Prison _____ Juvenile _____ Other

Accreditation _____

Contract Term (original, extensions, renewals, rebids) _____

_____ Current Contract _____ Prior Contract

Contract End _____ Terminated, if so specify by whom _____ agency _____ vendor

Reason _____

_____ Lost in Rebid, if so specify award recipient _____

Reason _____

_____ Other, specify

Reason _____

Reference #2

2) Agency Name _____

Agency Address _____

Contact Person _____ Contact Number _____

E-Mail (REQUIRED) _____ Fax Number _____

Number of Sites _____ Number of Inmates _____

Facility Type ____ Jail ____ Prison ____ Juvenile ____ Other

Accreditation _____

Contract Term (original, extensions, renewals, rebids) _____

_____ Current Contract _____ Prior Contract

Contract End ____ Terminated, if so specify by whom ____ agency ____ vendor

Reason _____

 ____ Lost in Rebid, if so specify award recipient _____

Reason _____

 ____ Other, specify

Reason _____

Reference #3

3) Agency Name _____

Agency Address _____

Contact Person _____ Contact Number _____

E-Mail (REQUIRED) _____ Fax Number _____

Number of Sites _____ Number of Inmates _____

Facility Type _____ Jail _____ Prison _____ Juvenile _____ Other

Accreditation _____

Contract Term (original, extensions, renewals, rebids) _____

_____ Current Contract _____ Prior Contract

Contract End _____ Terminated, if so specify by whom _____ agency _____ vendor

Reason _____

_____ Lost in Rebid, if so specify award recipient _____

Reason _____

_____ Other, specify

Reason _____

Reference #4

4) Agency Name _____

Agency Address _____

Contact Person _____ Contact Number _____

E-Mail (REQUIRED) _____ Fax Number _____

Number of Sites _____ Number of Inmates _____

Facility Type _____ Jail _____ Prison _____ Juvenile _____ Other

Accreditation _____

Contract Term (original, extensions, renewals, rebids) _____

_____ Current Contract _____ Prior Contract

Contract End _____ Terminated, if so specify by whom _____ agency _____ vendor

Reason _____

_____ Lost in Rebid, if so specify award recipient _____

Reason _____

_____ Other, specify

Reason _____

Date _____

MILWAUKEE COUNTY
REQUEST FOR PROPOSAL
LAUNDRY DELIVERY SERVICES

VENDOR ESTIMATE OF COST

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

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

Of the Bidder, _____,
Name of Vendor

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

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

VENDOR COST ESTIMATE: _____

VENDOR COST BASIS: _____

Signature

Legal Address

Subscribed and sworn to before me

This _____ day of _____, 20__

Notary Public, _____ County

State of _____

My commission expires _____.

X) Appendix II

DBE Forms



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

Bid/Proposal Submission Disadvantaged Business Enterprise (DBE) Requirements Checklist

- **Submit with the bid/proposal, as a matter of responsiveness,** the Subcontractor/Subconsultant/Supplier Information Sheet (DBE-02), and the Commitment to Contract with DBE (DBE-14) form(s) necessary to satisfy the goal. Additionally, if the goal is not attained, a Certificate of Good Faith Efforts (DBE-01) and all relevant documentation for Good Faith Effort determination must also accompany the bid/proposal.
- DBE utilization credited towards satisfying the desired level of DBE participation on this project is calculated using the following criteria, and is further described in 49 CFR, §26.55:
- One hundred percent (**100%**) of expenditures to DBE firms if all of the identified scope of work has a **commercially useful function in the actual work of the contract** and is performed directly by the listed certified DBE firm. A DBE firm cannot subcontract work to non-DBE firms and must perform the work with its own forces to be considered as performing a commercially useful function. CBDP will determine whether or not the firm is performing a commercially useful function.
- One hundred (**100%**) percent for **all work performed by the DBE contractor with its own forces.** If a DBE further subcontracts a portion of its work to another firm, the value of the subcontracted work will only be credited if performed by another DBE firm. The prime contractor/consultant will be given credit for the cost of materials and supplies obtained by the DBE for their work on the contract. The prime contractor/consultant will also be given credit for the cost of leasing equipment, provided the DBE contractor does not lease the equipment from the prime contractor or its affiliates.
- One hundred percent (**100%**) of the **expenditures to DBE manufacturers.** A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises goods from raw materials, or substantially alters the materials or supplies obtained by their firm.
- Sixty percent (**60%**) of the **expenditures for materials or supplies purchased from a certified DBE regular dealer,** i.e., business that sells from regular inventory or stock on-hand. Brokers are not regular dealers.
- One hundred percent (**100%**) for the **fees or commissions charged for assistance in the procurement of materials and supplies, i.e., brokered deals.** A prime contractor/consultant shall also be credited with one hundred (**100%**) percent for **fees or transportation charges for the delivery of materials or supplies by a DBE to a job site,** provided that the County determines that the fee is reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies will not be credited.
- DBE credit will be given based on actual payments to DBEs for their services on this contract.
- In calculating the bid/proposal, **prime contractors/consultants must demonstrate that they have secured actual costs from DBEs for contracting work in anticipation of contract award.**
- **Listing a DBE on the Commitment to Contract with DBE (DBE-14) form shall constitute a written representation and commitment that the prime contractor has communicated and negotiated directly with the DBE firm(s) listed,** and that it will use the listed firm(s). When awarded the contract, the prime contractor/consultant shall enter into a contract agreement, directly or through its subcontractors/subconsultants, with the DBE firm(s) listed on the Commitment to Contract with DBE (DBE-14) form for the work and price set forth thereon. It is the responsibility of the prime contractor/consultant to obtain agreements for DBEs participating on lower tiers of this project. Agreements must be submitted to CBDP within seven (7) days from receipt of the Notice to Proceed.
- **Only DBEs that are certified, i.e., listed on the Wisconsin Uniform Certification Program (UCP) Directory, prior to the bid/proposal submission deadline will be counted towards satisfying the desired level of DBE participation on this project.** WI UCP Directory = www.county.milwaukee.gov/cbdp – click on “Certified Vendor List” on the left side of the page, click on “WisDOT Unified Certification Program Directory of Certified DBEs” link. **For further assistance please use the contact information listed below.**

Mark Phillips / mark.phillips@milwcnty.com / 414.278.5104



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://app.mylcm.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, directly or through subcontractors, with the DBE(s) specifying the work to be completed and the dollar amount as indicated in this form. Agreements must be submitted to CBDP within 7 days of receipt of the Notice To Proceed. ***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, DELIVERY 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 Delivery 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 / 414.278.5104



MUNITY 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)?



**COMMUNITY BUSINESS DEVELOPMENT PARTNERS
MILWAUKEE COUNTY**

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: _____



**COMMUNITY BUSINESS DEVELOPMENT PARTNERS
MILWAUKEE COUNTY**

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.

1. 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.

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



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

2. 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 OF CERTIFICATION

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

1) My commission expires _____, 20 ____.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

GUIDANCE CONCERNING GOOD FAITH EFFORTS

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

In any situation in which Milwaukee County has established a contract goal, 49 CFR, part 26, requires the use of the good faith effort mechanism delineated herein. CBDP will make a fair and reasonable judgment as to whether a bidder/proposer that did not meet the goal made adequate good faith efforts according to these requirements. It is important to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder/proposer has made. The efforts employed by the bidder/proposer should be those that one could reasonably expect a bidder/proposer to take if the bidder/proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. CBDP determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

The following is a list of types of actions, which Milwaukee County will consider as part of the bidder/proposer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

1. Soliciting, through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices), the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty the DBEs are interested by taking appropriate steps to follow up initial solicitations.
2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor/consultant might otherwise prefer to perform these work items with its own forces.
3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. Negotiating in good faith with interested DBEs.
 - a. It is the contractor/consultant's responsibility to make a portion of the work available to DBE contractors and to select those portions of the work consistent with the available DBE contractors, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for contracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - b. A contractor/consultant using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

a firm's price and capabilities as well as contract goals into consideration. However, **the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder/proposer's failure to meet the contract DBE goal, as long as reasonable.** Also, the ability or desire of a contractor/consultant to do the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts. Prime contractors/consultants are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor/consultant's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor/consultant's efforts to meet the project goal.
6. Making efforts to assist interested DBEs in obtaining lines of credit or insurance as required by Milwaukee County or the contractor/consultant.
7. Making efforts to assist interested DBEs in obtaining necessary resources or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

In determining whether a contractor/consultant has made good faith efforts, Milwaukee County may take into account the performance of other bidders/proposers in meeting the DBE contract goal. For example, when the apparent successful contractor/consultant fails to meet the contract goal, but others meet it, Milwaukee County may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful contractor/consultant could have met the goal. If the apparent successful bidder/proposer fails to meet the goal, but meets or exceeds the average DBE participation obtained by other contractors/consultants, Milwaukee County may view this, in conjunction with other factors, as evidence of the apparent successful bidder/proposer having made good faith efforts.



**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: _____
(Name & Title)

Approved by _____
(Name & Title)



COMMUNITY BUSINESS DEVELOPMENT PARTNERS

MILWAUKEE COUNTY

2012 DBE/ACDBE UTILIZATION PLAN - DEPARTMENT/DIVISION

PROJECTED PROFESSIONAL & NON-PROFESSIONAL SERVICE CONTRACTS TO BE AWARDED IN 2012

(1) Projected number of professional & non-professional service contracts to be awarded in 2012. List each contract separately, with a brief description, and presumable date that RFP process will begin.	(2) Total Dollar Value of Contract	(3) Assigned Staff Person	(4) Opportunities for DBE/ACDBE performance (Y / N)	(5) Projected percentage of DBE/ACDBE Participation
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Report prepared by: _____ (Name) _____ (Title) Approved by: _____ (Administrator) _____ (Signature) Date: _____
 CDBP Director: _____

1. Total Number of Contracts to be Awarded: _____ DBE Utilization Plan: Approved _____ Denied _____
 2. Projected Total Dollar Value of Contracts \$ _____ with _____ % of DBE Utilization
 3. Projected Total Number of Contracts Awarded to DBEs as Primes: _____ 4. Projected Total Number of Contacts Awarded to DBEs as Subs: _____
 5. Projected Total Value of Contracts to DBEs as Primes \$ _____ 6. Projected Total Dollar Value of Contracts to DBEs as Subs \$ _____



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____

(DBE Contractor/Consultant Signature)

(Print Name & Title)

*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)

2) (DBE Contractor/Consultant Signature)

(Print Name & Title)