

MILWAUKEE COUNTY SHERIFF'S OFFICE

MILWAUKEE COUNTY, WISCONSIN



**REQUEST FOR INFORMATION (RFI)
Inmate Food Service at Milwaukee County Jail**

RFI # 6867

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I. Overview

Milwaukee County Sheriff's Office is vetting Contractors to provide the essential service of preparing and serving food for approximately 900 – 1,000 inmates receiving three meals a day at the Milwaukee County Jail (MCJ) located in downtown Milwaukee at 949 N. 9th Street, Milwaukee, Wisconsin. The ultimate goal is to establish and maintain a high quality inmate meal program in the most efficient manner possible. This formal, published Request for Information may upon evaluation of all qualified submitted proposals result in a contract for inmate food services.

A. MCSO's Operational Goals:

1. The kitchen facility at MCJ is not currently equipped to cook and serve on-site. The proposals should include the cost of renovation and an option to cook meals off-site.
2. The menus must consist of food items which are known to be popular/generally acceptable to the inmates and staff.
3. The hot and cold food must be held and transported under optimum temperature conditions.
4. The menu and portion sizes must be structured to ensure the inmate is receiving adequate portions and a full tray.
5. All portions and menu specifications must be consistent and in accordance with the NCCHC and State DOC dietary requirements.
6. Inmate labor at MCJ is not a reliable source of manpower. The submitted proposal should include a credit option per meal if inmate labor is utilized.

B. Background Information

1. Facility Census: ADP 925
2. Inmates are not required to appear for breakfast; therefore, the Contractor will only be paid for meals actually served. In addition to the above projected total, there are approximately 200,000 sandwiches, which must be prepared annually for courts and arrest processing. The sandwiches are not part of the meal total and are invoiced separately.
3. At present, all inmate food service is provided by a private Contractor under contract using a cook-chill system. The meals are delivered to MCJ and they are re-thermalized, prepared and portions placed in individual trays.

II. Project Requirements

A. Food Service

1. The Contractor will bid on the current style of service or an alternative method, inclusive of smallwares changes and equipment requirements.
2. Contractor will deliver meal carts to all the housing units. Once all inmates have completed their meal, contractor personnel will be responsible for retrieving all bulk food and/or trays, beverage dispensers and carts to the kitchen for washing, sanitizing and staging for use at the next meal.
3. With respect to medical and special diets, the following represent normal medical orders:
 - *Regular Diet*
 - *No Added Salt*
 - *Low Fat/Lot Cholesterol*
 - *Renal Diet*
 - *Full Liquid*
 - *1800 ADA*
 - *2000 ADA*
 - *Low Potassium*

Please note that the MCSO does not recognize religious or personal choice diet (i.e. vegetarian, vegan, etc.) meal requests. Other diets may exclude certain foods due to allergies or specify that double portions or nutritional supplements (such as Ensure or Sustacal) be added to meals. Nutritional supplements are to be provided by the Contractor and invoiced separately.

4. In addition to the inmate meal program, the Contractor will propose, separately, a hot, for purchase meal program to service correctional officers on all three shifts. Sample menu items and suggested price list are inclusive of this contract however; production and service of these items are to be done by Contractor employees with no inmate labor.
5. Should inmate labor be utilized, the Contractor will also provide appropriate training and orientation as well as supervisory control from a food service perspective of all inmate labor assigned to the above named facilities. MCSO will assign detention officers to the kitchen for the purpose of maintaining security.
6. The Contractor will be responsible for all procurement, preparation, serving, clearing, cleaning, maintenance and replacement of smallwares, inclusive of all trays, regardless of loss, associated with food service in all designated MCSO facilities.
7. Contractor will include specifications, cost, and projected completion date to upgrade the current kitchen facility to a full service kitchen.

III. RESPONSIBILITIES OF THE MCSO

A. Use of Capital Equipment/Space

1. The MCSO will provide and permit the Contractor to use the capital equipment which the MCSO deems necessary for food service and related activities. Given proof of adequate maintenance, the MCSO will replace equipment it has provided, as it deems necessary, considering the average life of the equipment as determined by the manufacturer as well as any extraordinary circumstances. Any Contractor purchased equipment shall become the property of MCSO upon contract termination.

B. Utilities

1. The MCSO shall provide, at its own expense, all utilities except local and long distance telephone service necessary for the performance of food service operations. The MCSO shall not guarantee an uninterrupted supply of water, electricity, gas, heat, air conditioning or phone service. The MCSO shall, however, be diligent in restoring service following an interruption. Local and long distance telephone and DSL service must be arranged and provided for via the County's contracted Telephone Company at the Contractor's expense. MCSO, upon request, retains right to audit all phone charges for security purposes.

C. MCSO Jail Management Computer Access

1. The MCSO jail management system is not available to the Contractor

D. Contractor Office

1. MCSO will provide an office for the Contractor Staff. Furnishings will include a desk, chair, visitor chair bookshelf and a file cabinet.

2. Electronic equipment will not be provided.

E. Lockers

1. Food service staff lockers will be provided.

IV. RESPONSIBILITIES OF THE CONTRACTOR

A. Daily Meal Production Requirements

1. Meals for all areas will follow a cycle menu consisting of breakfast, lunch and dinner of no less than four weeks duration.
2. The MCSO currently serves but cannot guarantee that the following inmate meals:
 - a) Breakfast: CJF = 900 all meals, set for the 960 inmate court cap.

SPECIAL NOTE: Breakfast is not a mandatory meal. Therefore, the actual number required for the breakfast meal will not equal the populations provided. An adjusted breakfast count factor will be agreed upon and periodically adjusted

- b) Lunch: CJF = 960 all meals, set for the 960 inmate court cap
- c) Dinner: CJF = 960 all meals, set for the 960 inmate court cap

B. Purchasing

1. Specifications – The Contractor must provide the minimum purchasing specifications to be used in the purchase of all food products and disposable serviceware. The specifications provided should address the levels of quality, grade, size pack, count and all other relevant information.
2. Unless the contractor can prove that different specifications can meet the minimum nutritional and caloric count standards included herein, all food purchased for use under this contract shall meet at least the following minimum specifications:
 - a) Beef, veal and lamb shall be at least USDA Good. The fat and/or soy content of all ground meat products to be used cannot be in excess of 20 and 6 percent respectively. All breaded products must have a product weight of 2 oz. before breading and 3 oz. total weight.
 - b) All breaded products must have a product weight of 2 oz. before breading.
 - c) Canned fruits and vegetables shall be at least USDA Grade B (or standard).
 - d) All fruit drinks must be fortified with Vitamin C and calcium.
 - e) Frozen fruits and vegetable shall be at least USDA Grade B.
 - f) Fresh produce shall be at least USDA No. 2. The Contractor may serve comparable portions of other fresh fruits, 3/4c. for fresh or frozen berries or melon, 1/2 c. of canned fruit.
 - g) Dairy products shall be at least USDA Grade A. (Butter may be substituted for margarine when it is a commodity item.) 1% fresh milk fortified with Vitamins A and D shall be served as a beverage. Dry/powdered milk may be used in cooking/baking only.
 - h) Eggs shall be at least USDA Grade Medium or an egg mixture from a USDA inspected processor.

- i) Frozen fish and seafood must be a nationally distributed brand, packed under continuous government inspection. All breaded products must have a product weight of 2 oz. before breading.
- j) Bakery products – a minimum of 60 percent whole-grain products must be used. Day-old breads may be purchased but must be used within 48 hours or frozen until the time of use.

3. The Contractor may not purchase “second market” and/or distressed food items without the prior written approval of the MCSO.

4. Surplus Food Usage – The Federal Surplus Program cannot be utilized.

5. The Contractor must, no less than annually, provide a written report listing the names and addresses of all food processors, manufacturers, brokers and Contractors supplying food and supply items as part of this contract. Within that report, the Contractor must attest that all of food and supplies Contractors have remained in compliance with all national, state and local building codes, food service laws and regulations over the past contract year. The Contractor will make every effort to comply with the menus specifications and will need to go beyond prime Contractors to secure products for menu compliance without additional cost to MCSO.

C. Warehouse/Receiving –

1. The Contractor will be responsible for receiving all goods at the secured Production Center loading dock between the hours of 5A.M. and 5P.M. Monday through Friday. An MCSO employee must open and lock all doors as well as be present during the entire delivery process. Contractors/drivers are not permitted to pass through the security doors to the kitchen or any other facility listed herein. The Contractor should encourage its Contractors to avoid making deliveries when a meal portioning/tray delivery process is underway.

D. Pallet Jacks

1. The Contractor will be responsible for supplying and the replacement of pallet jacks. This includes all points of service including, deliveries and transporting food to satellite facilities. The Contractor will ensure the following:

- Contractor will be liable for any damage caused through careless pallet jack handling by its employees and inmate workers under its supervision.
- Pallet jacks are not to be utilized to move food supplies into or out of the coolers or freezers.

E. Salespersons –

1. No salesperson will be permitted in the kitchen or any secured portions of the jail. If a salesperson must call on the Contractor's unit managers, the appointment must be set up for the managers to meet the salesperson in the MCJ Lobby. The Contractor shall minimize the use of this area as much as possible. Exceptions will be made and authorized for equipment repairs, deliveries or installations.

F. Storage –

1. The Contractor must provide for the correct handling, prompt storage and rotation/issue of food items purchased for use in each of the subject facilities. The FIFO method is to be used and all incoming items are to be date stamped. Products which are purchased fresh and then frozen must show the date when received, the date when it was placed in the freezer and the date removed. Products which have been frozen in excess of one year and/or past the manufacturers/processors established or implied pull/freshness expiration date may not be served.

G. Inventory –

1. The Contractor should provide a statement as to how often a physical inventory of processed and non-processed food and supply items will be taken. The method for conducting the inventory and the disposition of the data collected must be explained in detail.

H. Menus

1. The Contractor will supply a minimum of two cold breakfasts per week and a minimum six cold lunches during the course of a four-week cycle menu. A cold lunch may be served as long as it remains within the nutritional/caloric guidelines spelled out in this agreement. Dinners must always be a hot meal.
2. Cycle – A representative 28-day cycle breakfast, lunch, dinner and sack meal-of-the-day menu for all designated MCSO facilities must be submitted within the Contractor's proposal. These menus must meet all the current State of Wisconsin requirements noted below as well as the American Correctional Association (ACA) standards (most current version) for food service in accredited corrections facilities. In the event of conflict between the two, the most stringent requirement will prevail.
3. The menu must have a sufficient number and quantity of food items to fill each tray cavity. The intent of this clause is to structure a menu which will achieve the goal of presenting the inmates with adequate portions and a full tray.
4. Cold bag meals may need to be provided at CJF unit 4D, for all three meals; breakfast, lunch, and dinner with a rotation of sandwich meats and fruit at meals. In addition a Nutraloaf meal will be offered on an as needed basis.
5. One each special holiday meal must be served on Christmas, Martin Luther King Day, Easter Cinco de Mayo, 4th of July and Thanksgiving.

6. Minimum Menu Requirements – The Contractor will provide eight ounces of 1% milk at breakfast daily.

7. The entire menu must be pork free.

I. Contingency Meals –

1. The Contractor will be required to provide food service at no additional cost to the MCSO in the event of lockdowns, riots, fire, power failure, severe weather conditions or other events that would cripple the normal operations of a detention facility.

2. At a minimum, the Contractor must maintain an on-premise inventory sufficient to prepare and serve three (3) days of scheduled meals at each location.

3. The Contractor will be required to submit a MCSO approved contingency plan which will address the manner in which a nutritionally equivalent menu can be provided, so as to meet this requirement, within thirty (30) days of assuming the contract.

J. Menu Substitutions/Changes –

1. A log detailing all full or partial menu substitutions must be maintained for the MCSO's food service program. The reasons for temporary changes or last minute substitutions must be submitted no less than monthly (or per accounting period) to the Food Service Administrator. Permanent changes in the planned menu shall be noted in writing on the menu in the kitchen. The corrected menu must be approved in writing by the designated Food Service Administrator prior to implementation. All substitutions and permanent changes must be certified as being nutritionally comparable by a registered dietitian.

2. Documentation of menus as they are actually served must be maintained as verification of providing a nutritionally adequate diet. The Contractor must submit such documentation weekly to the MCSO.

K. Menu Posting –

1. Appropriate menus shall be distributed to the Jail Administrator two (2) weeks in advance of its use.

L. Therapeutic Diets –

1. Therapeutic or restricted diets must be available upon medical authorization. Specific diets must be prepared and served to inmates according to the orders of the attending physician or dentist, or as directed by the responsible health authority official. Medical diets, verified by a registered dietitian, must be specific and complete and will be furnished in writing to the Contractor. Restricted diets must conform as closely as possible to the food served other inmates.

2. Medically prescribed nourishments (such as Sustacal or Ensure) and snacks must be served upon request as part of the per meal cost.

3. The source book to be used is the Simplified Diet Manual, Tenth Edition, published by the Iowa State University Press, 2007, Manual of Clinical Dietetics Fifth Edition published by the American Dietetic Association or comparable source which will be subject to the approval of the MCSO.
4. Religious Diets – Religious diet requests are not recognized by MCSO
5. Vegetarian Diets - Vegetarian diet requests are not recognized by MCSO

M. Nutrition Requirements

1. Menu Certification – Menus must be reviewed and certified by the Contractor's Registered Dietitian as adjusted for age, sex and activity according to the Recommended Dietary Allowances (RDA) stated by the National Academy of Sciences. In addition, the menus must conform as closely as possible to the United States Office of Agriculture (USDA) guidelines for food composition especially those relative to the amount of fat, cholesterol, sodium and dietary fiber. Toward that end, the menus proposed must contain:
 - a) No more than 4,500 mg sodium
 - b) No more than 30% fat (with no more than 10% saturated)
 - c) No more than 500 mg cholesterol
 - d) A minimum of 12 mg iron
 - e) A minimum of 25 gm fiber
 - f) 100% or higher RDA vitamins and minerals
2. The Contractor must provide to the MCSO written certification of this review for each cycle menu prior to implementation. At a minimum, the analysis must provide weekly and total cycle summaries and list all RDA vitamins and nutrients as well as total and saturated fat (cholesterol), sodium and fiber contents. Any MCSO contract award will be subject to the winning proposer submitting the specified nutritional documentation and number of food group servings with Registered Dietitian's certification for the menus submitted for MCSO approval.
3. Daily Calorie Requirement – The minimum daily calorie requirements for all (not including therapeutic/medical diets inmates shall be 2800 calories.
4. Sack Meals – Sack meals must contain approximately one-third of the minimum daily nutrition requirement.

N. Meal Enhancements –

1. Each night, the Contractor is to provide 50 bags with one sandwich (2 ounces meat/one ounce cheese), milk and one piece of fresh fruit.
2. 40 regular bag lunches to late feeding (missed meals)

O. Food Preparation

1. Proposing contractors must submit sample production schedules and policy/procedure/quality assurance manuals which clearly document.
2. Inmate workers if used:
 - a) shall not be permitted to prepare food (to include the preparation/processing of or mixing ingredients) for themselves, other inmates or staff.
 - b) shall only to be given knives or other sharp instruments under the direction and constant supervision of qualified Contractor supervisory personnel.
 - c) May use or clean any meat, vegetable or fruit slicing/chopping/processor units when under the direct supervision of a cook or floor supervisor.
3. The Contractor is solely responsible for making sure that inmate workers observe proper food handling and workplace safety rules, regulations and food service industry best practices.

P. Recipes -

1. A file of tested mass production recipes adjusted to a yield appropriate to the size of the facilities must be utilized and maintained.
2. Within its proposal response, the Contractor must certify that it has such recipes which have been tested in comparable type/size accounts and are readily available to use.
3. Specific evidence that there are such recipes to match the proposed cycle menus must be presented at the interview.

Q. Portioning

1. With respect to the menu, all food portion sizes shall be the cooked weight or shall be specifically identified as raw weight. Meat portions in casserole or combination dishes must be listed. The contents for all sack meals must be clearly indicated by item and weight. All portions must be listed on the menus which are submitted in the proposal response. They must include the number and portion size of each condiment package/serving that will accompany the meal.
2. All foods not already proportioned must be served using properly sized, appropriate serving utensils. The Contractor's portioning and serving procedures must be written and consistently supervised/executed so that each inmate receives no less or more than the portions of all food items specified.

3. Where relevant, all foods are to be portioned using the designated trays. "Lockdown" inmate meals are to be portioned into "clam shell" Styrofoam meal containers within each facility. All hot and cold food clamshell containers are to be transported in separate insulated carts or containers to the designated housing units. Special/medical and lockdown trays portioning must be actively supervised by the Contractor.

R. Condiments -

1. Salt, pepper, catsup, mustard, relish, salad dressings and others must be in individual disposable packets or bulk condiments are to be portioned and served on each inmate's tray.
2. For trayed meals, the condiments packets must be placed so that they are not permitted to directly come in contact with the food.
3. Condiments may not be handled or distributed by housing unit inmate/housing unit workers.

S. Disposables/Expendables -

1. The Contractor will furnish all paper, plasticware (including sporks), sacks, paper towels and hand soap for all MCSO food service facilities. Hair nets/hats, beard guards, plastic/cloth aprons, plastic gloves, rubber gloves for ware washing and oven mitts for use by inmate workers (to include all serving lines and pod use at CJF) must be supplied by the Contractor.
2. Specifications for disposables must be included in the Contractor's proposal. The MCSO reserves the right to request that samples of all or certain specified disposable be submitted prior to contractor selection.

T. Quality Assurance -

1. The Contractor, within its proposal, must provide the MCSO with a representative sample of its comprehensive quality assurance program and the planned frequency of use concerning the purchase, delivery, storage, preparation and delivery of food for all areas.
2. Special attention must be paid to the manner in which the Contractor implements and maintains staff training programs in the areas of proper food preparation/handling and facility/equipment sanitation.
3. A tray or meal assessment form which details hot and cold food serving line and/or tray temperatures throughout the meal serving period (a minimum of three required), as well as a food appearance and taste evaluation must be completed for each meal.

U. Production Control Techniques -

1. A computer driven food production management software system must be utilized for this program. Such a program must include recipes and inventory(s) modules at a minimum.
2. A copy of the proposal computer program must be submitted within the proposal.

V. Sulfites –

1. No sulfite additives are to be added on premises to any foods served under this contract.

W. Food Delivery and Service

1. The movement of food/dirty tray carts and personnel within MCSO detention facilities must adhere to the rigid security guidelines established and periodically changed by the MCSO.
2. Meal Delivery – The Contractor is to portion, assemble, load into designated carts and label the exact number of bulk food containers and/or trays required (including medical diets) to serve out of each dining area to transport trays to each unit/dorm on each floor or wing. All food items are to be placed on the trays. The trays (if applicable, including those designated in RFI specification 6.6.3), and beverage dispensers are to be placed in carts which will be taken to each floor.
3. The exact counts for each housing unit can be accessed by contacting the Master Control unit in each facility or contacting the Contract Coordinator. The Contractor will be responsible for the delivery of all food carts to each floor/service point within each facility. From the time the carts leave the kitchen and are received at the service point by a Detention officer, the Contractor must maintain constant control over the meal carts.
4. Medical Wing and “Lockdown” Meals – Due to the special nature of the cells in the psychiatric and medical units, the appropriate number of regular and medically prescribed diets are to be delivered to the dorm/housing unit.
5. Inmates in a “lockdown” or maximum security status. Upon request and at its cost, the Contractor is to portion the hot and cold food into separate disposable styrofoam containers, label them with the inmates name or number and deliver them to the designated location in separate insulated containers. Once counted and received by an authorized staff person or Detention officer, the Contractor’s responsibility for the food will end.
6. Court/Booking Sack Meals – The Contractor is to contact the Court Staging Units at 2:00 P.M. daily to receive the sack meal order for the next day. The sack meals must be prepared and delivered to the Court Staging Unit no later than 4:00 A.M. the next day.

X. Food Temperatures –

1. All chilled food must be served at no more than 41 degrees F. and hot food at no less than 140 degrees F. and no higher than 180 degrees F. Temperature logs in accordance with HACCP standards must be consistently and accurately maintained.

Y. Meal Utensil/Cup –

1. All inmates are to receive a plastic spork and cup, reusable with each meal.

Z. Reporting Requirements-

1. Meals Served Form – The Contractor must develop and, subject to MCSO approval, utilize a form which provides the following information on a per meal per day and per week basis. The number of inmates by module/section and floor.
2. The number of trays/inmates served by diet. Adjustments, i.e., call backs or more inmates served than called for from the daily population report.
3. The number of sack meals ordered and delivered to the Court Staging Units.
4. Meal Evaluation Form – The Contractor shall develop and submit within its proposal an evaluation form for Detention staff (on each floor or module/major service component) to use with each meal in all MCSO Detention facilities. Where applicable, the form must provide for the receipt and return of any serviceware, food carriers, and insulated trays. Such accountability is required in Section 6.6.7 of this RFI. In addition, the transmittal form is to include a meal quality assessment space where the officer-in-charge is to evaluate the meal (for such factors as appearance, taste, temperature, portions, completeness of tray, adherence to menu and overall acceptance by the inmates, etc.), note significant inmate comments and provide any other pertinent information which would be helpful in determining if all or portions of that meal can continue to be successfully served. Space for the officer's name and signature is to be provided. These forms are to be maintained by the Contractor and are to be readily accessible to MCSO staff for review at any reasonable time.

AA. Quarterly Reviews

1. Quarterly Reviews – The Contractor will submit, in writing, within 15 days of the end of each fiscal year quarter, a report of food service activity to include but not be limited to:
2. A complete accounting of the actual meals served including hot meals, sack lunches, religious and medical diets and snacks.
3. Detail of all preventative maintenance performed on each piece of equipment including type of service, date and name of the firm which performed the service.
4. Detail of all repairs performed on each piece of equipment, including who performed the work and whether or not it was under warranty.
5. Financial (profit and loss) reports detailing the operation of MCSO's food service on a monthly/accounting period, as well as quarterly year-to-date summary basis. These statements must be the same as those produced by the Contractor in comparable management fee accounts.
6. A report assessing the overall program strengths and weaknesses, as well as recommendations for improvement of food, service, cost control or other areas.

BB. Food Delivery/Service Liability -

1. From the time the food leaves the kitchen until it reaches the respective floor or it is served to the inmate in the housing unit/module, the Contractor will be held accountable for assuring that each inmate receives a tray and the specified portions of all menued items.
2. The Contractor will assume full fiscal responsibility for any damage incurred in MCSO facilities due to its employee's negligent handling of carts and related equipment.
3. The Contractor is to report all significant and/or recurring food delivery/service problems encountered in transit or on the floors/in the dorms/housing units to the Food Service Administrator.
4. Date Codes – A code system must be submitted within the proposal to date all sack meals to prevent consumption of dates/spoiled foods. After 48 hours, all unused sack meals must be discarded.

CC. Security –

1. The Contractor is to submit detailed descriptions of:
 - a) Policies and procedures specific to kitchen, serving line and meal transport functions.
 - b) Methods to be used in assuring the MCSO that the Contractor's policies and procedures are consistently met.
 - c) Specific methods to be used in assuring the MCSO that no Contractor personnel are engaged in passing contraband (weapons, drugs, tobacco and other related illegal items) to the inmates.
 - d) Specific methods to prevent kitchen and serving line inmates from gaining access to and possession of any food, supplies and kitchen equipment/utensils which are capable of being used as a weapon or made into an illegal substance.
 - e) The manner in which all sharp instruments/utensils (such as knives, forks, spatulas, peelers, etc.) will be issued, controlled while in use and accounted for prior to the end of the day or change in inmate worker crews.

DD. MCJ Elevator Usage –

1. The movement of carts, supplies and personnel within these building will be restricted to assigned times and a designated elevator.
2. Any changes in the use of the elevator must be cleared through the Food Service Administrator and respective facility commanders.
3. Food carts will be delivered by the Contractor's Food Service staff.

EE. Cart/Serviceware Return –

1. All inmate trays, service trays, bulk containers and refuse from housing units shall be returned to the kitchen in the cart used to deliver same.

2. Food on extra trays (i.e., not served to inmates) that are returned to the kitchen must not be reused or held for a future meal.
3. All serviceware returned to the kitchen must be washed and sanitized prior to the next use.

FF. Equipment & Facilities

1. The Contractor shall warrant that it will take all reasonable and prudent measures necessary to assure MCSO that its equipment is being properly used and maintained. The Contractor will have direct responsibility for the care and maintenance of the equipment in the MCJ kitchen and dish room.
2. Preventative Maintenance – The Contractor shall provide, at its expense, preventative maintenance and repair contracts in accordance with manufacturer specifications on all equipment (to include meal transport carts) under its direct control in the MCJ kitchen and dish room. Such contracts can be provided by the Contractor itself, or by reputable companies generally known to have such expertise.
3. In its proposal, the Contractor must submit a plan as to how this requirement will be met. The Contractor is to keep a separate record on maintenance and repairs for each piece of equipment and to provide a written report and relevant documentation at least monthly, as to what preventative maintenance/repairs have been performed on each piece of equipment. A no less than annual report of all preventative maintenance and repair work performed must be submitted within 30 days of the end of the contract year to the Food Service Administrator who will provide copies to the Detention Commander. The MCSO reserves the right to audit these records at any time and/or request more detailed quarterly written reports.
 - a) The costs of these maintenance and repair programs will be borne by the Contractor as part of its inmate and staff per meal cost bid.
4. Inventory Procedures – The Contractor and MCSO shall jointly inventory, at least semi-annually, all MCSO-owned capital equipment under the Contractor's direct control. As part of this inventory, a general assessment as to the condition and expected useful life of each item will be made. The Contractor will be liable for the replacement cost for all unaccounted items.

GG. Contractor Purchased Equipment –

1. Contractor purchased equipment determined by the MCSO to be nonproprietary will, upon contract termination, become the property of the MCSO.
2. A separate list of all Contractor supplied equipment must be maintained and submitted to the MCSO annually.

HH. Smallwares -

1. The Contractor must, purchase all other smallwares necessary to serve no less than 25 percent of the average daily inmate and staff population projected for each contract year. Once such a par-stock inventory level has been agreed to, the Contractor will, at its expense, purchase, maintain and replace all small and serviceware no less than monthly.
2. Contractor will provide and replace all sanitation and janitorial equipment/smallwares. The cost for the initial and estimated ongoing purchases of smallwares is to be reflected in the proposed per meal price.

II. Vehicles -

1. Any vehicles required by the Contractor in the execution of this contract, shall be purchased, used and maintained at its own expense.

JJ. Janitorial

1. Garbage – The Contractor shall remove all recyclables and trash to the appropriate bins and compactor/dumpster at the respective designated facility loading docks. Recyclable materials must be processed (i.e., cardboard boxes broken down, cans washed/crushed, etc.) in accordance with MCSO procedures. The Contractor will ensure that garbage is removed whenever any trash containers are full, at the end of a meal period or at the end of the work day. All trash containers must be kept clean. .
2. Ventilation System – The Contractor will assume responsibility for the preventive maintenance and internal/external steam cleaning of the kitchens hood ventilation and stack systems four times annually at its expense. The exhaust (roof) fans must be serviced twice annually. The dry (filter-type) kitchen and grease trap will be serviced four times annually. All work must be performed in accordance with local fire codes and manufacturers’ standards. All interior and exterior surfaces (to include the filters) must be cleaned regularly.
3. Cleaning – The Contractor will be responsibility for all day-to-day as well as periodic major cleaning of the MCJ walk-ins, storerooms, freezer, dish room, kitchen, employee break rooms, employee restrooms, and office. County janitorial personnel will not be assigned any work in the kitchens. The Contractor must immediately clean up any spills that occur in the halls or elevators during the transport of food and supplies. A cleaning schedule will be developed and maintained on a daily basis. The Contractor will inspect and verify cleanliness by a manager’s signature on a daily basis.

KK. Personal Hygiene Facilities -

1. The Contractor will supply hand soap, paper towels and toilet tissue for all staff and inmate restrooms and hand washing sinks in the kitchens and inmate dining rooms.

LL. Vector Control -

1. The Contractor shall be responsible for the cost and implementation of a regular monthly program for the extermination of rodents, vermin and other unsanitary vectors in the kitchens and inmate dining rooms only.
2. During warm weather months, May through September, the Contractor may need weekly visits for pest control at all contracted areas. All reports will be forwarded to the Jail Administrator. Arrangements must be made with MCSO prior to the start of the contract.

MM. Grease Traps and Used Cooking Oils -

1. The contractor shall be responsible for the periodic cleaning of all grease traps and proper disposal of used cooking oils. At minimum grease traps will be serviced twice a year however, the need may be greater depending on refuse.

NN. Emergencies

1. The Contractor shall include in the proposal, contingency plans to provide service in the face of unexpected events, i.e., power failure, fire, riot, lockdown, labor strikes, ice storms or acts of God that would preclude normal expectations.

OO. Auxiliary Food Service

1. The Contractor will be available to provide food for visitors and other related Milwaukee County and/or MCSO functions. The Contractor should not proceed with such functions without written authorization from the MCSO Superintendent, designee or Food Service Administrator.

PP. Transition Plan

1. The Contractor will submit, in writing within its proposal, a plan for transition; for hiring and training of staff, security clearances, medical screening, purchasing, inventory, and other factors to assure that there is no operational or security break in the system during said transition.
2. The Contractor agrees to fully cooperate with any subsequent contractor so as to insure a smooth transition. In the event of any question or conflict, the MCSO's decision shall be binding on both parties.

V. Personnel and Supervision

A. Selection criteria

1. Selection and Hiring – All personnel being considered for hire by the Contractor must submit to the MCSO screening process for contractor employees must undergo a contractor paid for drug and alcohol screen prior to having their names submitted for a security check. The MCSO reserves the right to exclude potential or expel any incumbent Contractor management and staff personnel without notice for any reason. Furthermore, the MCSO reserves the right to conduct unannounced drug and alcohol screens.
2. Staffing – The Contractor must staff its operations with the optimum number of employees at all times for the efficient operation of the facility. Detailed staffing charts showing scheduled hours for each person by position must be submitted within the primary proposal. Any subsequent reductions in the total number of hours proposed must be approved in writing by MCSO prior to implementation.
3. Wages & Benefits – Proposed wage rates for all on-site management and staff classifications must be included in the primary proposal. The proposing Contractor shall submit copies of all employee benefits plans including medical insurance, pension, dental (indicate if there are minimum eligibility (number of days worked before) and/or premium co-pay requirements for any of the three), holidays and vacations periods and any other benefits for its on-site management and staff.

B. Management

1. The proposing Contractor shall provide job profiles and resumes for the individuals who will be considered for the Contractor's position of on-site Regional Manager, General Manager, Production Manager and Assistant Manager/Shift supervisors. The Regional/Region Manager is required to maintain a minimum presence of two days per week. The General Manager shall have previous comparable (a minimum of two years in terms of type/size correctional facility) experience. An interview and MCSO approval of all proposed managers will be required prior to the award of the contract.
2. MCSO also requires that it be notified no less than thirty (30) days prior to the transfer/removal of any manager and primary assistant and to interview/approve any replacement. MCSO reserves the right to reject any manager candidates without cause.

A management and/or senior supervisory level person must be on duty during all food production and service periods. Neither the manager or senior level assistants may be absent for other company business (meetings, new unit openings, etc.) more than six (6) days a year.

No General Manager, Production Manager or Assistant Manager may be gone longer than one week and only one manager out of those listed may be absent at one time.

C. Training -

1. The Contractor's proposal shall specifically identify staff/inmate worker training (initial and ongoing) and the amount of time which will be dedicated to food handling, facility/equipment sanitation, safety, personal hygiene, facility/equipment security and inmate worker contact issues. The Contractor is required to maintain accurate records detailing the training given and the time spent by each employee/inmate worker on an annual basis.

2. All Contractor staff will be required to attend an four (4) hour orientation program at which time all MCSO rules and regulations will be explained. Contractor employees will be required to acknowledge, in writing, that they have received both the oral presentation and written materials from the MCSO Training staff.

D. Compliance with Rules and Regulations -

1. The Contractor and its employees assigned to any MCSO facility area will be expected to comply with all MCSO rules of conduct and dress concerning normal day-to-day operations.

E. Uniforms -

1. Contractor employees, including management, shall be properly attired in a distinctive uniform or coat. The contractor's employees must be clean, and neat at all time and **easily discernible** from the inmates. Hair restraints (hats or nets) and plastic gloves (when handling food) must be supplies to and worn by all food service employees and inmate workers in the kitchens and serving areas by the Contractor. The Contractor must adopt adequate safeguards to insure that all uniforms are regularly inventoried and stored in areas non accessible to inmates.

F. Employee Removal -

1. MCSO may require the Contractor to immediately remove any of the Contractor's employees from the MCSO's premises for any reason sufficient to the MCSO. Any and all such removals will be made in the name of the Contractor and therefore the Contractor will assume the responsibility for the removal.

2. The Contractor must notify the respective Jail Administrator in writing whenever any management or staff employee has been terminated, permanently transferred or newly hired. The Contractor has sole responsibility for returning to the MCSO the employee's security identification badge within 24 hours of the employee's final shift.

G. Employee Parking -

1. The Contractor and/or its employees are responsible for obtaining and paying for their own parking.

VI. Facility Security

A. Ingress/Egress -

1. All Contractor employees must enter the building via the designated building entrance and shall sign in and out at visiting control.

B. Search -

1. All Contractor employees shall be subject to search upon entering and leaving the building. All items carried into and out of the facility should be in clear plastic bags. No tobacco products of any type will be permitted. No cell phones are permitted in the facility. Physicians prescribed medications sufficient for consumption during that shift will be permitted. Contractor's employees, their personal articles and lockers/storage containers are subject to search at any time.

C. Identification Badges -

1. All Contractor employees will wear the MCSO issued identification badge (with picture) face up in a visible manner from the point at which they enter the building and at all times while in the building until the point at which they leave the building.

D. Locked Doors -

1. The Contractor and its employees will be responsible for keeping closed and locked all internal doors in assigned work areas. The Contractor and its employees must adhere to all security restrictions imposed by the MCSO.

E. Employee/Inmate Relationships -

1. The Contractor must ascertain and notify the MCSO in writing if any employee is related to or has or initiates an ongoing personal relationship with any person confined as an inmate. It is the Contractor's responsibility to require its employees to alert the Contractor whenever a person, who is a relative or personal acquaintance of that employee, is admitted to MCJ. It is a felony to give or sell any items to the inmates.

F. Sharp Equipment Inventory -

1. The Contractor will implement a check-out/check-in log procedure for sharp utensils in all facilities. The Contractor will provide and utilize locked shadow board for the secure storage and quick inventory of knives, meat forks, and other sharp or pointed utensils. All sharp objects must be accounted for prior to all inmate worker shift changes. MCSO reserves the right to define and ultimately approve what is a sharp utensil as well as enter the kitchen and inventory all such items at its discretion. Any missing items must be reported to the respective facility commander or officer in charge immediately, then to the Food Service Administrator.

G. Maintenance Contractors -

1. Maintenance Contractors will be required to enter the building through the proper security channels. There will be no exceptions.

H. Emergency Authority -

1. In an emergency situation, MCSO staff takes supervisory and/or command precedent over the Contractor's management and staff.

VII. Sanitation and Safety

A. Laws and Food Service Industry Best Practices -

1. The Contractor will obey all federal, state and local laws and ordinances regarding health, sanitation, safety, and environmental disposal regulations. The Contractor shall regularly access and adopt, as appropriate, all food service industry best practices which will enhance and/or improve the MCSO food service program. The Contractor will be subject to inspections in the kitchen by authorized personnel from MCSO, Milwaukee County Health Office and any other officials so designated.

B. Food Handlers Cards/Medical Exams -

1. All prospective Contractor personnel must obtain medical clearance from State of Wisconsin licensed physician prior to being permitted to work. At a minimum, the medical clearance must address, but not necessarily be limited to the following "screens:"

2. Blood for communicable diseases (hepatic, etc.),

3. Chest X-ray or Tine test for Tuberculosis (TB)

4. If mandated, all food service employees will be required to obtain and must have a valid Milwaukee County Food Handlers card/certificate. Appropriate records and proof of such medical clearances and food handler cards for each employee must be kept on file for the Food Service Administrator to review.

5. Medical Clearance – The Contractor will require medical clearance for any employee to return to work after a three (3) day's absence for illness.

6. Employee/Inmate Worker Physical Health – The Contractor will not permit employees or assigned inmate workers with communicable health problems (including open sores) to work. Inmate workers must be cleared through medical. As a precaution, the Contractor must visually inspect the hands and face of each inmate worker prior to the start of each inmate worker shift. Any inmates with suspicious symptoms must be directed to report to their Medical Office and receive written clearance before being permitted to work again.

C. Sample Food Trays -

1. The Contractor will save samples of all prepared/served foods/complete meals for a period of not less than 72 hours for testing in the event of an outbreak of food poisoning/contamination. Samples must be clearly marked as to the dates and times of preparation, service and storage.

2. Food Samples for Independent Lab Analysis – The Contractor must establish and sustain an arrangement with an independent testing laboratory in the Milwaukee area for the purpose of providing pathogens testing for Listeria Monocytogens, E-Coli 0157-H:7, and Salmonella for all Production Center prepared products in question as a result of a claim of illness related to food produced by MCSO food service. Lab analysis can be ordered by the Jail Administrator when a food product is suspect.

D. Emergency Situation Reports -

1. The Contractor will be responsible for immediately notifying the respective facility commanders or designee of any fires in the kitchens or serving areas rooms and of any accident involving Contractor personnel or inmate workers assigned to food service duties.

VIII. Rights of Inspection/Complaints

A. Inspections -

1. The facilities operated under contract with MCSO may be inspected at any time by MCSO or Milwaukee County or designated representatives for security, sanitation, food standards, quality of food preparation and service, Contractor employee performance or any other valid reason. After each inspection, the Contractor will be advised in writing of unsatisfactory conditions for which the Contractor is responsible. The Contractor will promptly correct such deficiencies and communicate in writing, within five (5) business days the solution to each problem, when it was corrected and what has been done to prevent recurrence of the problem.

B. Contractor Records -

1. The Contractor will be required to maintain sufficient records to establish a verifiable audit trail that the required number of meals have been properly prepared with the proper amount and type (per approved specifications) of ingredients and portioned for the number of inmates and staff present.

C. Complaints/Grievances -

All complaints by inmates and staff will be submitted in writing to Jail Administration. All complaints will be forwarded in writing to Contractor management. The Contractor will have five (5) business days in which to present a written response to all grievances detailing the solution to the problem. Contractor will provide a written response to all grievances detailing the solution to the problem. A written record of all complaints and responses must be maintained for the life of this contract plus three years. A record of grievances listing the number and cause for grievance will be submitted quarterly to the Jail Administrator.

IX. Penalties for Non and Partial Performance

A. Contract Violations

1. If MCSO determines that one or more substantial contract violations continue to occur within a rolling twelve (12) month period, the MCSO shall have the right to require the Contractor to issue monthly billing credits commensurate with the value lost plus fifty (50) percent or \$2,000 whichever is greater. Those violations considered substantial to the MCSO and a list of Liquidated damages are as follows:

- a) Unauthorized meal changes; \$500, repeat occurrence \$1,000
- b) Improper temperature maintenance, holding or service;\$500, repeat occurrences \$1,000
- c) Inadequate portions, and credit for improper meals; \$1,000, repeat \$1,000
- d) Breach of security regulations; \$1,000, repeat occurrence \$1,000
- e) Failure to maintain minimum staffing levels on all shifts and outlying facilities; \$1,000, repeat occurrence \$2,000

2. In the event one or more of the situations listed in the below subsections have taken place, MCSO shall direct the Contractor to issue a credit for up to the full value of the meal plus fifty (50) percent times the number of inmate and staff meals requested or \$2,000 whichever is greater. These credits will continue to be issued until such time that all of the aforementioned violations have been corrected to the MCSO's satisfaction. The Contractor has:

- a) Failed to prepare all or portions of the meal using the specified recipe, ingredient amounts proportionate to the number of persons to be served, improper preparation, improper storage techniques and other points directly related to adherence to serving the menu specified.
- b) Through improper or inconsistent supervision, failed to provide the specified portions to the inmates and/or staff.
- c) Failed to adhere to its minimum purchase specifications.
- d) Failed to assure that all of its food processors, manufacturers and Contractors meet all legal mandates and food service industry best practices.

- e) Made two or more unauthorized or non-comparable full or partial menu substitutions.
- f) Through circumstances within its control, failed to serve the meal specified within 20 minutes scheduled time.
- g) Through circumstances within its control, failed to maintain the kitchens, food preparation and storage equipment and space and all preparation and service utensils in a clean, sanitary manner.
- h) Failed to maintain accurate records concerning the service of meals, proper temperature maintenance, sharp instrument logs, employee compliance requirements and related documentation.
- i) Through circumstances within its control, failed to prevent any damage to MCSO property, buildings or equipment.
- j) Through circumstances within its control, failed to provide no less than the specified number of qualified staff persons in the subject facilities. The specific intent of this clause is to assure MCSO that Contractor staff is assigned to tasks which will permit them to actively supervise inmate workers. Office/storeroom related tasks are not acceptable.
- k) Through circumstances within its control failed to provide active supervision of the tray/food cart delivery processes.

Failure by the Contractor to correct any contract violation within five (5) calendar days after receipt of notice will be cause for immediate termination of the contract.

X. General Requirements

A. Proposal Number and Requirements

Mark all documents with the RFI 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 Contractor representative, or by Courier in two sealed packages clearly marked on the outside:

"Sealed Proposal for Milwaukee County, Request for Proposal for Inmate Food Services at the Milwaukee County Jail, RFI #6867- Technical Proposal"

and

"Sealed Proposal for Milwaukee County, Request for Proposal for Inmate Food Services at the Milwaukee County Jail , RFI #6867-Cost Proposal"

The proposals shall be addressed to:

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

Additionally, the Contractor 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 RFI Contents

1. Each Contractor must examine and commit to the RFI document indicating understanding and agreement of the items on each page of the document. An authorized Contractor representative must initial each page indicating compliance with all the terms on the page.. The submission of the RFI document, initialed per page by the Contractor, will be submitted along with the Contractor's proposal. The initialed RFI 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 RFI.

C. Proposal Due Date

1. Proposals will be accepted no later than 11:00 am, CDT, September 24, 2013. Proposals received after this time will not be accepted. It is the responsibility of the Contractor 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 Contractor to ensure the timely delivery of their proposal for receipt on or before the deadline. Late proposals will be rejected and returned to the Contractor 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 three (3) initial years.

2. Renewal Options/Extension – There are two (2), one – year renewal options, resulting in a potential total contract term of five (5) years. MCSO may consider extension without rebid and any request for extension of the contract beyond the established three-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.

3. MCSO will advise the Contractor no later than May 1st of each year of its intent to extend the contract or request new proposals to operate its food service program for the County’s next fiscal year.

G. Pricing Structure/Acquisition Method

1. Cost proposals must be submitted in a separate sealed envelope. Any Contractor 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. Contractors may propose any structure they deem to be in the best interests of their business and their understanding of the intent of this RFI.

XI. Cost Proposal

A. Contractor Compensation –

1. Cost proposal submission shall include an expenses and administrative/management cost per meal proposal within the primary proposal. Within the cost proposal, the Contractor must show the per meal cost for each meal period, i.e., breakfast, lunch, dinner and sack meal classification to include all medical/therapeutic inmate diets and snacks. A consolidated per day/per meal price should be provided which reflects the total actual cost including food, labor, other controllable expenses, fixed expenses, administrative/management overhead and Contractor’s anticipated profit. The Contractor will be compensated monthly on a per meal-per-person basis.

2. In addition, the Contractor's separate and consolidated per meal price proposals must reflect the price proposals which would be in effect if the MCSO's average daily population should increase in 50 person increments up to the maximum rated bed capacity.
3. The "per meal" cost proposals prepared by the Contractor must include the following elements:
 - a) Food cost - Minimum allowable - \$.55 per meal.
 - b) Disposable (all non-returnable serviceware, hats/hairnets, aprons and plastic/latex gloves and packaging directly related to the service of meals including the exclusive use of sporks).
 - c) Labor Cost (to include all on site management and staff, benefits and payroll taxes).
 - d) Controllable Expenses (all normal day-to-day expenses for operating supplies, repairs and maintenance, uniforms and other related costs).
 - e) Equipment and Smallwares Expense (cost for installation and maintenance of any equipment not supplied by, but approved for use by, the MCSO). This includes the initial purchase and periodic replacement of Contractor supplied or replenished smallwares and serviceware.
 - f) Administrative/Management Fee (those costs associated with the administration and management of the contract which are not shown in the labor, expenses or equipment/smallware categories. This fee is to include the Contractor's profit margin.)
4. Miscellaneous Expenses (must be identified). The Performance Bond portion of the per-meal price must be listed separately. MCSO reserves the right to negotiate a reduction of or elimination of this requirement in the per meal prices charged.
5. The Contractor must present a year one pro forma statement of income and expenses in accordance with the line items presented above.
6. All subsequent purchases of specific food/supply products and catering on behalf of MCSO shall be billed at the Contractor's cost.

B. Compensation - Payment

1. The Contractor is to submit to Jail Administrator by Monday of each week, a day-by-day and meal-period-by-meal period statement for the previous week with the number and classification of meals served to the Jail inmates by housing unit and authorized extra purchases.
2. The statement must show the number of persons reported to be in each category as shown on the daily inmate population reports from Master Control. The MCSO will not pay for meals or food prepared in excess of the counts provided from the inmate management system.

C. Meal Count Reconciliation -

1. The Contractor and MCSO will reconcile meal counts weekly. In the event of any dispute regarding meal counts and subsequent charges, MCSO shall resolve any discrepancy by using the count of the actual number of meals received, unless it is exceeded by the

number of meals ordered, in which event that number will prevail. In the event of any dispute, MCSO's meal count shall prevail.

D. Accounting Cycle –

1. The Contractor must comply, for accounting cycle purposes, with the MCSO's fiscal year of January 1st to December 31st and calendar month periods. The invoice shall be paid thirty days from the time Milwaukee County's Accounts payable receives the approved invoice or within forty-five days date stamped from Contractor.

E. Right to Audit –

1. The MCSO and/or Milwaukee County reserves the right to audit any aspect of its food service program, as performed by the Contractor, and Contractor will keep accurate and complete records thereof for at least five (5) years.

F. Contract Revision/Renewal

1. The MCSO reserves the right to either increase or decrease food service requirements within the terms of the contract. The cost for the additional services only will be negotiated at the time the request is made.

G. Annual Price-Per-Meal Adjustments

1. The Contractor will be required to submit a price-per-meal cost for the next full fiscal year by March 1st of each year. The Contractor must propose and explain the process that will be used to justify any proposed cost adjustment based upon the following:

2. The USDA Regional Wholesale Food Price Index (as issued quarterly) and the USDA Food Index Forecast will be used to justify the increase in food cost.

3. In addition, increases in tax rates affecting labor cost will be applied.

4. Changes in MCSO-specified menu's, points-of-service, additions or levels of service provided.

5. Verification/substantiation of any other cost factors through submissions of supplier invoices over a six-month span.

6. In addition, the Contractor is required, within its price proposal, to set a not-to-exceed percentage, currently set at 2.5% increase in the cost per meal, regardless of the above factors

H. Waiver

The failure of the Contractor or MCSO to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, representations, covenants or conditions of this Agreement of the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver or (i) such right or remedy; (ii) the requirement of punctual performance; or (iii) any right or remedy in connection with any subsequent breach or default on the part of the other party.

I. Proposal Expenses

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

J. Withdrawal of Proposals

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.

K. 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 Contractor has been selected and a contract executed by Milwaukee County, whichever occurs first. The Contractor 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.

L. 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):

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.

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.

Sworn Statement of Bidder – Each proposal must include the statement form included within this RFI. 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 RFI document.

XII. BIDDER PARTICIPANT REQUIREMENTS

A. Contractor Qualifications

1. For any Contractor to qualify to submit a proposal in response to this RFI, the Contractor 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 Contractor's financial stability and the Contractor'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 Contractor 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 Contractor

1. The Contractor 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.
2. The Contractor must also indicate the specific firm strengths that are most compatible with this RFI.

D. Resume Information

1. Each Contractor 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 Contractor, 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 Contractor must identify the geographic scope of the firm, whether local, within Wisconsin, regional, national or international. If the Contractor 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. Contractors 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 - Contractors must include a list of client references. A form is included with this RFI on which the Contractor can list references.

F. Standard Operating Procedures

1. The Contractor shall describe any Company Standard Operating Procedures or documented operating procedures and provide relevant samples. If no documented Operating Procedures exist describe what is in effect.
2. Describe purchasing policies and procedures – Is purchasing handled by headquarters or by each location? Describe.
3. Explain style of accounting – Is the accounting system computerized? . Is staff available for cost analysis, research? Invoicing and Payment – Are accounts receivable/payable handled by headquarters or by each location?

G. 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 Contractor 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 Contractor 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.

H. Contractor Contact – Proposal and Contract

1. Each Contractor 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.
2. 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

I. Litigation and Claims History and Experience

1. Each Contractor must submit a listing of all legal claims closed and pending relating to food service, 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 Contractor.

XIII. RFI INFORMATION, PROCESS, AND ACTIVITES

A. PROPOSED SCHEDULE OF RFI ACTIVITIES

<u>DATE</u>	<u>ACTIVITY</u>
August 26, 2013	RFI released
September 3, 2013	Letters of Intent Due
September 4, 2013	Kitchen Equipment Needs Analysis
September 9, 2013	Written questions due
September 10, 2013	Answers to questions distributed
September 24, 2013	Bids due
October 2013	RFI Panel Review
October 2013	Notice of intent to award contract
October/November 2013	County Board approval
October/November 2013	Contract negotiations

B. Contractor Questions regarding the RFI

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

Major 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 9, 2013. MCSO will respond to questions in writing by September 10, 2013. Contractors must reference the RFI 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.
2. Questions and answers will be distributed to all companies submitting the Letter of Intent. The Contractor placing the question will not be identified.

D. County Addenda

1. If any addenda are issued to this RFI, MCSO will post the information on the MCSO website. However, it shall be the responsibility of each Contractor, prior to submitting the proposal, to contact MCSO to determine if addenda were issued and to make such addenda a part of the RFI 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 RFI is authorized to provide any information or respond to any question or inquiry concerning this RFI.
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 RFI for the Inmate Food Services at the Milwaukee County Jail”.
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 Contractor proposals must answer this RFI section by section and number by number or the proposal may be disqualified and rejected. The Contractor 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
4. The upgrades to the kitchen must be itemized as far as to item type, size, time needed to install and cost. All upgrades must meet code and County Facilities requirements.
5. The proposal will describe in detail how implementation of the program plan will be accomplished. The proposal will answer how the Contractor will provide the services listed and reference by number the appropriate category and subtask.
6. Each Contractor submitting a proposal must meet the minimum requirements for scope of services contained in the RFI. Failure to respond completely or submission of alternatives without having first met the base requirements identified may result in disqualification of the proposal.

7. The Contractor is admonished not to simply repeat the requirements of the RFI as the services to be provided. The proposal should be as concise as possible with minimal duplication of information.
8. Appendices and attachments to the base proposal should be separate and contribute significantly to the value of the proposal.
9. The proposal must demonstrate the Contractor's understands 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 RFI.
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 RFI 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 Contractor 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/Staffing	10
References	05
Variety and Quality of the Menus	05
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

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

J. Reservation of Right to Choose Contractor

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 Contractor. 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

MCSO reserves the right to negotiate the terms of the agreement as a result of this RFI 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

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 Contractor as a result of this RFI.**

XIV. INSURANCE REQUIREMENTS

A. Insurance Coverage

Contractor 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

Commercial General Liability

Bodily Injury & Property Damage (Incl. Personal Injury, Fire, Legal Contractual & Products / Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
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Automobile Liability

Bodily Injury & Property Damage All Autos – Owned, non-owned and Or hired Uninsured Motorists	\$5,000,000 per Accident Per Wisconsin Requirements
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<u>Excess Liability</u>	<u>\$5,000,000</u>
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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.

B. Venue

This Agreement shall be deemed to have been made and performed in Milwaukee County, Wisconsin. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the general courts of justice in Milwaukee County, Wisconsin.

C. Performance Bond

1. The successful Contractor will provide to the MCSO a \$250,000 Performance Bond with surety satisfactory to the MCSO, within ten (10) working days after notice is received from the MCSO that the contract has been awarded to the Contractor. The cost of providing the bond shall be considered as included in the proposal price (but listed separately) and not additional compensation will be allowed therefore. All other specifications pertaining to insurance requirements (Section 6.16) will pertain to this bond requirement. The MCSO may, at its sole discretion, waive this requirement and receive a corresponding price-per-meal adjustment.

D. 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' fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its (their) agents which may arise out of, or are connected with, the activities covered by this agreement.

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.

E. Insurance Rating

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.

F. Certificate of Insurance Review

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 RFI and subsequent Contractor 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 RFI . 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.

G. Deviations and Waivers

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 Contractor prior to any change to coverage being initiated. Waivers shall not be dully withheld nor denied without consultation with the Contractor.

H. Subcontractor Liability Coverage

It is understood and agreed that the successful Contractor 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 Request for Information/Proposal are subject to change if a contract is awarded. Once the contract is awarded the insurance requirements 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

XV. 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 Contractor must describe corporate policy regarding pre-employment drug testing and regarding maintaining a drug-free work environment. All Contractor employees and independent contractors as well as subcontractors must participate in a pre-employment drug-screening program provided through the Contractor. 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 Contractor**

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.

2. 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 Contractor, 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 Contractor 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.

2. MCSO will be responsible for the timely completion of all proposed Contractor staff criminal background checks prior to any such staff's initiation of recurring services. Contractor applicants or staff who does not pass background checks will be denied access to the jail.

F. Termination by Contractor

1. The successful Contractor 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, Contractor shall be paid the compensation due for all services rendered through the date of termination.

a) **For Cause** - The Contractor 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 Contractor 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 Contractor, notice shall be delivered by the Contractor 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 Contractor 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 the Contractor (for Cause)

1. The MCSO shall have the right to immediately terminate the contract without notice if, for any reason, the Contractor fails to provide continuous food service in any of the MCSO's corrections facilities for a period in excess of 24 hours. In addition, this termination right will be enforced if the Contractor is determined to be in consistent serious violation of health, sanitation and safety requirements by the MCSO's, Milwaukee County Health Office or other relevant agencies.

2. If the Contractor fails to fulfill its obligations under the contract resulting from this RFI, 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.

3. The contract may not be terminated if, upon receipt of the notice, the Contractor 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 Contractor 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 Contractor thirty (30) days written notice by return receipt mail of such termination. In the event of said termination, Contractor shall not reduce its activities hereunder unless agreed in advance by MCSO. The Contractor 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 Contractor 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 Contractor 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. Contractor 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 (RFI) and bid documents.

2. To document that no conflict of interest exists between the Contractor and any Milwaukee County employee, agent or representative or an immediate family member, the Contractor 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 Contractor submitting the bid. If such a relationship exists in any form, the Contractor must fully disclose the situation and explain the details.

N. Contractor Conduct

1. During the time that this RFI is in process, i.e. from the date issued by Milwaukee County to the date a Contractor is selected and a contract is executed, if applicable, no gratuities of any kind will be accepted by MCSO staff from Contractor 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 RFI 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

We understand and agree to all the information on this page.

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Initials: _____

2. The reverse will also hold true regarding notice to the Contractor 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 RFI and the Contractor's proposal in response to the RFI and any additional negotiated conditions reduced to writing will constitute the contract between the successful Contractor 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. Contractor 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

The contract, along with the Contractor initialed RFI, all attachments thereto and the Contractor'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

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

S. Authority to do Business in Wisconsin

Any corporation selected to provide MCSO food service not incorporated under the Laws of Wisconsin must furnish from the Wisconsin Secretary of State, a copy of its certificate of authority to do business in the State of Wisconsin. All applicable laws and regulations of the federal government, the State of Wisconsin, and ordinances, code and regulations of Milwaukee County, Wisconsin, and other lawful entity having proper jurisdiction, will apply to any resulting agreement and the work and services performed.

T. Required Services

This RFI 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

Contractor 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

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 bidder's 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.

X. Amendments to Terms and Conditions

The terms and Conditions in the RFI are subject to change if a contract is awarded.

XVI. 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 17% 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

* 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.

We understand and agree to all the information on this page.

50

Initials: _____

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 (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

XVII. APPENDIX A

Required Forms

MILWAUKEE COUNTY
REQUEST FOR INFORMATION/PROPOSAL
CONFLICT OF INTEREST STIPULATION

For purposes of determining any possible conflict of interest, all Contractors submitting a proposal in response to this RFI 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 Contractor 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 _____

E-Mail Address _____

The appropriate corporate representative must sign and date below:

Printed Name _____

Authorized Signature _____

Title _____

Date _____

**MILWAUKEE COUNTY
REQUEST FOR INFORMATION/PROPOSAL
INMATE FOOD SERVICES AT MILWAUKEE COUNTY JAIL**

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 Contractor

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

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

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

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 RFI 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 INFORMATION/PROPOSAL
INMATE FOOD SERVICES SERVICES AT MILWAUKEE COUNTY JAIL**

CONTRACTOR 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 _____ contractor

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 ____ contractor

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 _____ contractor

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 _____ contractor

Reason _____

_____ Lost in Rebid, if so specify award recipient _____

Reason _____

_____ Other, specify

Reason _____

Date _____

XVIII.Appendix B

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 Contractor 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

PROJECT No.: _____ PROJECT
TITLE: _____

TOTAL CONTRACT AMOUNT \$ _____ DBE Goal: _____

A	V	Name & Address of DBE ^(*)	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 _____

Signature of Notary Public State of _____ My Commission expires _____

[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 affirm that the State of Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the State of Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by _____. 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) \$ _____

CBDP APPROVAL:
Total % _____

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://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**

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 RFI 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: _____

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 Contracts 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.



**COMMUNITY BUSINESS DEVELOPMENT PARTNERS
MILWAUKEE COUNTY**

Date: _____, 20____

(Prime Contractor/Consultant Signature)

(Print Name & Title)

2) (DBE Contractor/Consultant Signature)

(Print Name & Title)