

COMMUNITY CORRECTIONAL CENTER
COMMUNITY BENEFITS COMPLIANCE PLAN
Project: 1004 N 10th Street, Milwaukee, Wisconsin
Developer: Heartland Housing, Inc.

OVERVIEW

Heartland Housing (“DEVELOPER”) proposes to utilize this Community Benefits Compliance Plan with Milwaukee County to fulfill its obligations under the Development Agreement to provide perceptible community benefits for the taxpayers of Milwaukee County. It is the intent of DEVELOPER to successfully establish relationships with certified Targeted Business Enterprise (“TBE”) construction contractors and professional service providers to participate on contracts awarded for the completion of this Project. It is also the intent of DEVELOPER to provide employment opportunities for Milwaukee County residents. Thus, in an effort to provide such benefits, and to remain in compliance with the Development Agreement, DEVELOPER has set the following goals with respect to employing TBEs and members of the local workforce (residents):

TBE PARTICIPATION GOALS:

Hard Construction Project Costs: **25%**

Professional Services Project Costs: **17%**

RESIDENTIAL HIRING GOALS:

Project Construction Labor Costs (Hours) by Milwaukee County Residents: **40%**

SECTION ONE: TBE PARTICIPATION

General Information

The County’s Community Business Development Partners (CBDP) department ensures compliance with Chapter 42 of the Milwaukee County Ordinances, which requires good faith efforts (GFE) to achieve participation of certified Targeted Business Enterprise (TBE) firms. CBDP knows the TBE market, handles the certification of firms, can assist in the portioning out of contracts to increase TBE participation and be instrumental in the facilitation of contractor/TBE relationships.

CBDP reserves the right to adjust more or less participation to TBE categories, as it deems necessary to meet program requirements, based upon knowledge of the available TBE firms to perform on specific project work.

Commitment

In construction of the Project and performance of its duties and obligations hereunder, the Developer shall not discriminate against any employee or applicant for employment race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking which shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeships. The Developer will post in conspicuous places, accessible to employees, notices setting forth the provisions of the foregoing nondiscriminatory clause. The Developer will strive to implement the principles of equal employment opportunities through an effective affirmative action program, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups in the Developer's employment at the Project for so long as it is located there, and in construction of the Project. The Developer will include this requirement in any and all contracts and subcontracts entered into under this Compliance Plan. Prime contractors further agree to take affirmative action to ensure that TBE Firms have the maximum opportunity to compete for and substantively perform on the Project. Accordingly, each prime contractor shall commit to achieve the participation requirements established above.

All construction bidders further commit that they will not require TBE firms to engage in exclusive relationships with them (other than joint venture relationships approved by Milwaukee County) as a condition to their participation in the construction services being bid. Bidders who engage in such restraint of trade or attempts to monopolize utilization of TBE firms may have their bids rejected.

Certification

In reviewing the initial participation plan, firms must be certified prior to award. No TBE credit can be given for expenditures with a non-certified firm.

A TBE firm must be certified by one of the members of the Unified Certification Program Partners ("UCP"): the Wisconsin Department of Transportation, City of Madison, Dane County and Milwaukee County. The UCP applies only to TBE certification granted under federal USDOT regulation (49 CFR Part 26). Firms that do not have current certification can find instructions and the necessary application forms at the following site:
<http://www.county.milwaukee.gov/CertificationService12282.htm>

All TBE firms participating in the development must maintain TBE certification during the entire term of their contract. CBDP will work with firms to assist in obtaining or updating TBE certification. If documented efforts to have uncertified firms receive certification through the UCP are unsuccessful, DEVELOPER may still receive participation credit, at the discretion of CBDP, if the firm is certified under one of the following reputable programs: City of Milwaukee SBE, MMSD SWMBE, or State of Wisconsin Supplier Diversity Program (State of Wisconsin DOA). The CBDP office should be contacted directly at 414-278-4747 with specific questions and concerns.

Participation Calculation

The TBE participation credited towards the contract goals for both TBE and non-TBE prime contractors is calculated on the following criteria:

1. One hundred percent (100%) participation credit will be allowed for all work self-performed where the **prime contractor is a TBE firm**. TBE firms at the first tier are encouraged to subcontract with other TBE firms.
2. One hundred percent (100%) participation credit will be granted for all contracts and purchase orders awarded to TBE firms if the identified scope of work has a **commercially useful function** in the actual work of the contract and is performed directly by the TBE firm with its own workforce. CBDP shall determine and evaluate whether or not the firm is performing a commercially useful function on the project.
 - a. To determine whether a firm is performing a commercially useful function, CBDP may evaluate the amount of work subcontracted, reasonable and customary industry practices, and other relevant factors. The participation credit allowed shall be based upon an analysis by CBDP of the specific duties that will be performed by the TBE firm(s). Each TBE firm shall be expected to actually manage and supervise the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment and shall perform that portion of the actual work which is reasonable and customary within their industry.
 - b. CBDP reserves the right to deny or limit participation credit to the contractor where any TBE firm is found to be engaged in subcontracting without prior approval of CBDP. TBE firms must be independent businesses.
3. One hundred percent (100%) participation credit granted for contracts held with **lower tier TBE subcontractors** performing work with its own workforce.
4. One hundred percent (100%) participation credit will be granted for contracts held with **lower tier TBE subcontractors who subcontract with other TBE firms**. If TBE further subcontracts a portion of its work to another firm, the value of the subcontracted work will be counted towards TBE goal only if the work is performed by another TBE firm.
5. One hundred percent (100%) participation credit will be granted for the **cost of all materials and supplies purchased and installed by the TBE** for the work of the project. Credit shall also be given for the cost of leasing equipment provided the TBE subcontractor does not lease the equipment from the prime contractor, construction manager or affiliates thereof.
6. One hundred percent (100%) participation credit for all purchases for materials or supplies from **TBE manufacturers or fabricators**. A TBE 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 the contractor.
 - a. **CERTIFICATION ALONE IS NOT ACCEPTABLE**. Contractors should submit a copy of the official and legal wholesale distributor agreement(s) between the supplier and the manufacturer for all brands to be supplied by the wholesaler. If legal agreements are not provided, products supplied by the wholesaler may not be counted for participation credit, or at best, credit towards participation will be limited to the amount of profit actually realized by the supplier.

7. Sixty percent (60%) participation credit will be granted on expenditures for materials or supplies purchased from a TBE “Regular Dealer.” A **Regular Dealer** is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies are kept in stock, and regularly sold to the public in the usual course of business. A Regular Dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns and operates distribution equipment.
 - a. Brokers, packagers and manufacturers’ representatives or other persons who arrange or expedite transactions are **not** regarded as Regular Dealers. TBE firms may be utilized to assist in the procurement of materials and supplies, but credit will be allowed only from the amount of fees or commissions realized by the TBE firm and not the full price of the merchandise provided under any circumstance.
8. One hundred percent (100%) participation credit will be granted for the **fees or transportation charges** for the delivery of materials or supplies by a TBE to a job site, provided the Developer determines that the fee is reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the material and supplies transported under this provision will not be considered towards TBE participation unless the materials or supplies are from TBE manufacturers as covered elsewhere in this document.
9. One hundred percent (100%) participation credit will be granted for **transportation expenditures with TBE trucking firms** provided the TBE firm is responsible for the management and supervision of the entire trucking operation for which it has contracted. The TBE must also use trucks it owns, insures, and operates using drivers it employs. The DBE may lease trucks from another TBE firm, including an owner- operator who is certified as a TBE. The TBE who leases trucks from another TBE receives credit for the total value of the transportation services the lessee TBE provides on the contract. The TBE may also lease trucks from a non-TBE firm, including an owner-operator. However, the TBE who leases trucks from a non-TBE firm is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The TBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a TBE. (Concrete ready- mix operators may not get credit for leased concrete delivery trucks from non-TBE firms).
10. TBE participation credit will be affected proportionately by **approved change orders**. On change orders, Contractor shall be expected to achieve the level of participation for the change order segment of work in the contract documents, i.e., if a scope of work is contracted at 25% TBE, then change orders for that scope of work should also have at least the 25% TBE participation. This applies equally to construction costs and professional services costs.
11. Prorated participation credit will be granted for contracts where the Contractor is a legal joint venture. Credit for participation of TBE firms as joint venture partners shall be based upon an analysis of the duties, responsibilities and risks undertaken by the TBE firms as specified by the joint venture’s executed joint venture agreement, as approved by CDBP prior to the bid due date. CDBP reserves the right to deny or limit BE participation credit to the contractor where any TBE joint venture partner is found to have duties, responsibilities, risks or loss and management control over the joint venture that are not commensurate with or in proportion to its joint venture ownership percentage.

CBDP may request, and a proposer or prime contractor shall promptly furnish, additional information to assist in the making of participation credit determinations, including, without limitation: (1) specific information concerning any supplier's broker fees, mark-up, and/or commissions; (2) intended suppliers or other sources of labor, equipment, materials and/or services; (3) specific financial or other risks to be assumed by the TBE firm; and (4) identification of employees and supervisory personnel assigned to perform the project.

Reporting Forms

Throughout the excavation and construction period, DEVELOPER will issue several bid packages. The individual monitoring TBE participation shall inform CBDP and DAS-Economic Development of the bid release date, date of pre-bid meeting(s) and provide copies of the bid documents/specifications. This will allow CBDP to promote the event/opportunity with certified firms, and to attend the meeting to answer questions, if any. Prior to beginning the work specified in said bid documents, DEVELOPER shall submit to CBDP, with copies to DAS-Economic Development, forms TBE-14 (Commitment to Contract with TBE Firms) and TBE-02 (Subcontractor/Subconsultant/Supplier Information). Listing a TBE on these forms shall constitute a written representation and commitment that the prime contractor has communicated and negotiated directly with the TBE firm(s) listed and intends to utilize them. The prime contractor will be required to enter into subcontract agreements or execute purchase orders with the TBE firm(s) for the work and price set forth on the commitment form. Copies of agreements and/or purchase orders with all TBE firms shall be submitted to CBDP and DAS-Economic Development at least seven (7) days prior to the TBE firm beginning work on the project.

DEVELOPER must also maintain TBE participation and performance logs, which will be reported to the CBDP and DAS-Economic Development on a monthly basis using B2Gnow. If a TBE firm listed on TBE-14 cannot perform, or the DEVELOPER or prime contractor has a problem meeting the TBE goal, or any problem relative to this Compliance Plan's requirements, DEVELOPER shall immediately contact CBDP at 414-278-4747, or via email at rick.norris@milwaukeecountywi.gov. No TBE subcontractor shall be replaced without written approval from CBDP. Requests for substitution must be made in writing and include the reason for the request.

Project subcontractors under a prime contractor (whether TBE or non-TBE) must be paid, upon satisfactory performance of its subcontract, no later than seven (7) calendar days from the receipt of each payment the prime contractor receives. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written notice to CBDP. If CBDP determines there is no good cause for delaying or withholding payment, the prime contractor must pay the subcontractor within five (5) calendar days of such written decision from CBDP. All prime contractors are required to ensure that all subcontractors will include this prompt payment provision in all subcontracts at all level or tiers of subcontracting.

The County reserves the right to require DEVELOPER to utilize B2Gnow, or other internet-based system for reporting purposes.

Compliance Review and Sanctions

DEVELOPER shall be subject to periodic compliance review by CBDP and DAS-Economic Development. In situations of noncompliance, the County may retain all or a portion of DEVELOPER'S compliance deposit, and/or prohibit the DEVELOPER from participating in future Milwaukee County contracting opportunities for a period of up to three (3) years. In the event DEVELOPER consistently submits late or incomplete reports, it shall be in the discretion of the County whether to seek remediation via withholding a portion of the performance deposit.

SECTION TWO: RESIDENTIAL HIRING

General Information

DAS-Economic Development administers the local workforce (residential) hiring provision of the Development Agreement, which requires good faith efforts on behalf of DEVELOPERS to hire Milwaukee County residents at levels consistent with their stated goal.

Reporting Forms

DEVELOPER shall submit to DAS-Economic Development a Certificate of Good Faith Efforts – Workforce Hiring (ECD-01) at any time DEVELOPER anticipates it may not reach its residential hiring goal.

Further, DEVELOPER shall use LCPTracker to submit weekly payroll reports of its contractors and subcontractors to the County. In addition to these payroll reports, DEVELOPER shall be required to submit affidavits from its employees affirming their resident status, with included proof of residency.

Good Faith Efforts

DEVELOPER has pledged to undertake the following activities, all of which shall be recorded on form ECD-01 if DEVELOPER anticipates that it will not achieve its participation goal. Unless otherwise approved by DAS-Economic Development in writing, DEVELOPER shall complete the following:

- Advertise in notices that Developer is looking for County resident participation
- Sit down with unions to discuss what tools they can utilize to help find local workers
- Connect with local organizations such as Employ Milwaukee, Esperanza Unida, Milwaukee Urban League and WRT/Big Step to assist in locating resident workers

Failure to Comply

DEVELOPER shall be subject to periodic compliance review by DAS-Economic Development. In situations of noncompliance, the County may retain all or a portion of DEVELOPER'S compliance deposit, and/or prohibit the DEVELOPER from participating in future Milwaukee County contracting opportunities for a period of up to three (3) years. In the event DEVELOPER consistently submits late or incomplete reports, it shall be in the discretion of the County whether to seek immediate remediation via withholding a portion of the

performance deposit.

SECTION FIVE: REPORTING SCHEDULE

All reports referenced in this Community Benefits Compliance Plan are attached hereto. Their submittal should be consistent with the following schedule. Should DEVELOPER desire to utilize different reports, written consent from DAS-Economic Development and CBDP is required.

The following reports required at any time DEVELOPER anticipates it will not meet a stated goal:

- ECD-01: Certificate of Good Faith Efforts – Workforce Hiring

The following reports are due 7 DAYS PRIOR TO BEGINNING WORK on the contract:

- TBE-14: Commitment to Utilize TBE
- TBE-02: Bidder Information
- Copies of agreements and/or purchase orders with all TBE firms listed in TBE-14

The following reports are due on a MONTHLY BASIS and shall be submitted within 7 days of the end of a month:

- TBE Utilization entered into B2Gnow
- Weekly payroll reports entered into LCPTracker

The following reports are due on a VARIABLE BASIS, as laid out below:

- Employee affidavits and proof of residency due when the employee commences work on the project

All reports shall be submitted to:

Community Business Development Partners
Milwaukee County Dept. of Admin. Services
633 W. Wisconsin Avenue, Suite 902
Milwaukee, WI 53203

With a copy to:

DAS-Economic Development
Milwaukee County Dept. of Admin. Services
633 W. Wisconsin Avenue, Suite 903
Milwaukee, WI 53203



MILWAUKEE COUNTY

CERTIFICATE OF GOOD FAITH EFFORTS – WORKFORCE HIRING GOALS

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

Failure to demonstrate good faith efforts to meet the assigned participation goals to the satisfaction of Milwaukee County could result in the forfeiture, in whole or in part, of the Performance Deposit and disqualification from future Milwaukee County projects.

I, _____, do hereby
acknowledge that I am the _____ of _____,
who has been identified as a bidder/proposer on the following development:

Project Title	Total Contract Amount	Residential Hiring Percentage	
		Goal	Pledged
		Apprenticeship/Job Training Percentage	
		Goal	Pledged

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

I hereby certify that I have utilized comprehensive good faith efforts to solicit and utilize certified firms to meet the participation goals of this contract, as demonstrated by my completion of the following tasks:

- A. Developed a PERC Compliance Plan to ensure the residential hiring goal and the apprenticeship/job training goal were met, or at a minimum that good faith efforts were taken to achieve such goals.

FOR THE RESIDENTIAL HIRING GOAL:

- B. Advertised that Developer is involved in a project that encourages Milwaukee County Residents involvement and have companies that feel they could help Developer achieve that requirement bid on their area of expertise. Copies of the announcements are attached.

Published Announcement/Publication (please describe)	Date

Attach additional sheets if necessary.

- C. Sought assistance and cooperated with local workforce programs and organizations to locate potential workers. Included below is a recruitment log detailing these efforts.

Association/Organization	Date of Notification	Contact Person	Date(s) of Follow-up Call

Attach additional sheets if necessary. NOTE: In the event that an organization is unresponsive after an inquiry, a second attempt shall be made. If the organization remains unresponsive, whether to continue attempts shall be at the discretion of the Developer.

- D. Sat down with various unions to discuss the project with them and to see how they might be able to help identify Milwaukee County workers that could work on the project with Developer.

Union	Contact Name/Phone Number	Date of Meeting

Attach additional sheets if necessary.

E. Any other efforts undertaken. Please describe. Attach additional sheets if necessary:

FOR THE APPRENTICESHIP/JOB TRAINING GOAL:

F. Worked with local training organizations that provide valuable on-the-job training opportunities to individuals that might not otherwise be in a position to obtain this experience.

Association/Organization	Contact Person	Date of Contact

G. Requested that union contractors and subcontractors have at least one (1) union apprentice on their crew (whether more are permitted depends on the size of the crew and union rules).

H. Monitor payroll reports from contractors and subcontractors for compliance. (Payroll reports from union contractors must indicate which member of the crew is an apprentice)

I. Work with participating job training programs or apprenticeship programs to monitor participation.

J. Any other efforts undertaken. Please describe. Attach additional sheets if necessary:

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: _____

Subscribed and sworn to before me:

This _____ day of _____, 20____.

Notary Public

My commission expires _____, 20____.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

TARGETED BUSINESS ENTERPRISE (TBE) UTILIZATION SPECIFICATIONS for CONSTRUCTION

1. The award of the contract is conditioned upon achieving the project's Targeted Business Enterprise (TBE) participation goal of 25%. Firms that qualify as a TBE include DBE firms certified by and listed in the Wisconsin Unified Certification Program (UCP) directory and MBE and WBE firms certified by the State of Wisconsin DOA. All firms must be certified prior to the bid submission deadline. A firm certified in another state must be certified by the UCP or State of Wisconsin DOA prior to submission of bid.
2. **TBE Participation:** Participation is based upon the total dollar value of your base bid less allowance. Participation must be maintained throughout the contract, including additional contract work such as: acceptance of alternates, negotiated procurements, change orders, addendums, and use of allowances. For a non-certified firm or DBE bidding as Prime, participation may be obtained utilizing a TBE firm, whether DBE, MBE, or WBE. For a TBE firm bidding as Prime (other than DBE), the goal must be satisfied using only DBE subcontractor(s) and MBE and WBE certifications count as additional participation once the goal is achieved through DBE participation. Any work a TBE Prime self-performs would be counted as additional participation in excess of the participation provided by subcontractors.

BID CONSIDERATIONS

3. The County may reject your bid if it does not include the **Commitment to Contract with TBE (TBE-14)** form(s), one completed for each of the firms you are including for participation. The Prime must indicate the dollar amount of work to be provided to the subcontractor, sign the form, and have the TBE firm sign the form in the affirmation section prior to submittal of bid.
4. If awarded the contract, you will enter into a contractual agreement, directly or through subcontractors, according to the **Commitment to Contract with TBE (TBE-14)** form(s) provided with your bid. Copies of the executed contract(s) or purchase order(s) will be submitted to the County.
5. TBE participation credit is calculated as follows:
 - a. All of the identified scope(s) of work must have a commercially useful function in the actual performance of the contract and work must be performed directly by the TBE with their own employees.
 - b. One hundred percent (100%) for the work performed by a TBE subcontractor. If a TBE subcontracts a portion of work to another firm, the value of the subcontracted work will not be counted towards the TBE plan unless the work is performed by another TBE. Material, equipment and supplies provided and installed (put into use) by a TBE also count dollar for dollar toward the goal.
 - c. One hundred percent (100%) for products manufactured by a TBE. TBE manufacturers operate or maintain a facility that produces goods from raw materials, or substantially alters the materials or supplies, on-site.
 - d. One hundred percent (100%) for materials supplied by a TBE dealer/distributor.

Dealer/distributors own, operate, or maintain stores, warehouses, or other establishments where materials or supplies are kept in stock, and regularly sold to the public in the usual course of business. Regular dealers in bulk items such as steel, cement, gravel, stone, and petroleum products don't need to keep stock providing it owns or operates distribution equipment.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

- e. One hundred percent (100%) for the fees or commissions charged for assistance in the procurement of material and supplies. Fees or transportation charges for the delivery of material or supplies by a TBE to a job site also count dollar for dollar toward the goal. The cost of the materials and/or supplies themselves will not be credited towards the TBE plan.

Brokers, Trade Agents and Manufacturers / Independent Sales Representatives arrange or expedite transactions without taking title of the goods being sold and receive a commission or fee for their service.

- f. One hundred percent (100%) for TBE trucking firms. The TBE must be responsible for the management and supervision of the entire trucking operation for which it has contracted. The TBE must also use trucks owned, insured, and operated by drivers it employs. The TBE may lease trucks from another firm, or an owner-operator, certified as a TBE. The TBE may also lease trucks from a non-TBE firm, or owner-operator, but credit will only be given for the fee or commission and not the trucking itself.
 - g. You must notify the County if any TBE contractor(s) sublet any portion of their work.
6. The County reserves the right to request supporting documentation from both you and any listed TBE. If you fail to respond within the time specified, the County may determine you to be non-responsive and remove you from further consideration for contract award.

FOLLOWING CONTRACT AWARD

- 7. The County reserves the right to conduct compliance reviews and request, both from you and your subs or suppliers, supporting documentation to verify TBE participation, in addition to the information entered monthly into the County's online reporting system. The County will notify you if you are not in compliance with contract specifications. If you fail to take corrective action as directed, the County will take one or more of the following actions:
 - a. Terminate or cancel your contract, in whole or in part;
 - b. Remove you from the list of qualified contractors, and refuse to accept future bids from you for a period not to exceed three (3) years;
 - c. Withhold contract payments to cover shortfall; and/or
 - d. Bring suit to recover damages up to the amount of the shortfall, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.
- 8. You must submit copies of the executed subcontract agreement(s) or purchase order(s) for each sub and/or supplier listed on the contract **REQUESTS FOR PAYMENT WILL NOT BE PROCESSED IF AGREEMENTS/PURCHASE ORDERS ARE NOT SUBMITTED.**



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

9. If the TBE(s) cannot perform, or any other issues arise, you must immediately contact CDBP Compliance at (414) 278-4851. You must submit written notification of your desire for substitution to the TBE affected, and copy the County. This notice must state the reason for the request. The TBE has five (5) business days to provide written objection/acceptance to you. Approval must be obtained from County prior to making any substitutions. TBE contractors are also required to notify and obtain approval from the County prior to subletting work on this project.
10. **Requests for Payment:** You will enter payments received from the County and payments made to subs and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments during the preceding month and will include zero dollar (\$0) entries where no payment has occurred. You must also indicate on the AIA Document **G703 - Continuation Sheet** work being performed by TBEs. Either a) place the word "TBE" behind the work item or b) break out the work done by TBEs at the end of the report. Failure to comply may result in withholding of payments, or enforcement of other sanctions including those listed in Section 7, above.
11. The County has a revolving loan program for **DBE** firms. If you have contracted with a DBE that is using these County funds, you must assist the County for repayment of these funds. This may include, but is not limited to, providing written information regarding the sub's contract balance, prior payment (two or three party) agreements, and the issuance of two-party checks payable in the name of Milwaukee County and the DBE indebted to the County under this program.
12. The County reserves the right to waive any of these specifications when it is in our best interest.



FIRM: _____ Project No: _____

SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER INFORMATION SHEET

Milwaukee County requires the following collection of information on all subcontractors, sub-consultants and/or suppliers submitting quotes on Milwaukee County projects. This information is to be submitted with bid/proposal.

PROVIDE THE FOLLOWING INFORMATION ON EACH BID/QUOTE

Name	CERTIFICATION DBE, MBE, WBE or none	Address	Date Firm Established	Work or Service to be Performed

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



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

TBE – 14 COMMITMENT TO CONTRACT WITH TBE

PROJECT No. _____ PROJECT TITLE _____

TOTAL CONTRACT AMOUNT (less allowances) \$ _____ TBE Goal: _____

Name & Address of TBE	Scope of Work Detailed Description	TBE Contract Amount	% of Total Contract

Bidder/Proposer Commitment (To be completed by firm committing work to TBE)

I certify that the TBE firm quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from the TBE firm listed herein.

Our firm _____ Phone No. _____, or one of our subcontractors, will enter into contract with the TBE firm listed, for the service(s) and amount(s) specified when awarded this contract. A copy of the contract between our firm and that of the named TBE will be submitted directly to CDBP 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 law.

Signature of Authorized Representative

Name & Title of Authorized Representative

Date

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

Signature of Notary Public

[SEAL]

State of _____ My Commission expires _____

TBE Affirmation (To be completed by TBE Owner/Authorized Representative)

- I affirm that the Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the Wisconsin UCP Directory or we are certified as a MBE or WBE with the State of Wisconsin DOA.
- 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 to be completed with my own forces, unless otherwise approved by CDBP.
- I affirm that approval from CDBP will be obtained prior to subletting any portion of this work awarded to my firm on this project.

Signature of Authorized TBE Representative

Name & Title of Authorized TBE Representative

Phone Number

Date

FOR CDBP USE ONLY

Commitment number _____ **of** _____ **Participation:** (A) _____ (V) _____ **Project Total** _____

Authorized Signature

Date



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH TBE

ADDITIONAL INFORMATION & REQUIREMENTS:

1. The Directory of Certified DBE firms eligible for credit toward the satisfaction of participation will be found at the following link, and can be searched by Name and/or NAICS code.

<http://wisconsin.gov/Pages/doing-business/civil-rights/dbe/certified-firms.aspx>

The Directory of MBE and WBE firms certified by the State of Wisconsin DOA eligible for credit toward the satisfaction of participation will be found at the following link:

<http://www.doa.state.wi.us/Divisions/Enterprise-Operations/Supplier-Diversity-Program>

2. **CONTRACT ADJUSTMENTS:** The successful Bidder/Proposer will maintain the approved TBE participation level during the term of the contract with the County, including any additional work on the contract, e.g., change orders, addendums, scope changes, etc. Contract adjustments shall include proportional TBE participation.

3. **WRITTEN CONTRACTS WITH TBE:** The County requires that the successful Bidder/Proposer enter into contract, directly or through subcontractors, as stated in this form. Agreements must be submitted to the County within 7 days of receipt of the Notice-To-Proceed. By executing this commitment, you are certifying that you have had contact with the named TBE firm and that they will be hired if you are awarded the contract by the County.

4. **SUBSTITUTIONS, TBE SUBCONTRACTING WORK, TRUCKING FIRMS:** The successful Bidder/Proposer must submit written notification of desire for substitution to the TBE affected, and send a copy to the County, stating the reason(s) for the request. The TBE will have five (5) business days to provide written objection/acceptance of the substitution. The "right to correct" must be afforded any TBE objecting to substitution/termination for less than good cause as determined by the County. Approval must be obtained from the County prior to making any substitutions. TBE firms are required to notify and obtain approval from the County prior to seeking to subcontract out work on this project. In the case of TBE trucking firms, credit will be given for trucks leased from other TBE firms; however, if the TBE leases trucks from non-TBE firms, the commission or fee will be counted for crediting.

5. **REQUESTS FOR PAYMENT:** The successful Bidder/Proposer must indicate on the Continuation Sheet (AIA form G703, or equivalent) the work being performed by TBE by either a) placing the word "TBE" behind the work item or b) breaking out the work done by TBEs at the end of the report. The successful Bidder/Proposer shall notify TBE firms of the date on which they must submit their invoices for payment.

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

414.278.4747 or cbdpcompliance@milwaukeecountywi.gov