



MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE FOR PERSONS WITH DISABILITIES

REQUEST FOR PROPOSAL
NUMBER: 98160021

RECREATIONAL PROGRAMS

Issued: JULY 6, 2016

Response Due Date: AUGUST 12, 2016 – 3:00 P.M.

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INFORMATION SUMMARY SHEET

Request for Proposal Title:	Recreation Programs
Request for Proposal Number:	98160021
RFP Issuing Office:	Department of Administrative Services Office for Persons with Disabilities
RFP Issue Date:	July 6, 2016
Date of Pre-Proposal Site Tours:	July 19, 2016, at 11:00AM (Grant) & 1:00PM (Underwood)
Location:	Wil-O-Way Grant 207 Lake Dr. South Milwaukee, WI Wil-O-Way Underwood 10602 Underwood Pkwy Wauwatosa, WI
Deadline for Receipt of Questions:	July 22, 2016 at 5:00PM
RFP Proposal Receipt Deadline:	August 12, 2016 at 3:00 PM
Service Starting Date (Projected):	January 1, 2017
RFP Submission Location:	Milwaukee County Courthouse County Clerk's Office Room 105 901 N. 9th Street Milwaukee, WI 53233
RFP Administrator:	Stephanie Gulizia Department of Administrative Services Procurement Division 633 W. Wisconsin Ave., Suite 901 Milwaukee, WI 53203
Phone:	414-278-4129
E-mail:	Stephanie.Gulizia@milwaukeecountywi.gov

Proposal can be found on Milwaukee County's website; "Business Opportunity Portal".
<http://county.milwaukee.gov/bop>

1.0 GENERAL INFORMATION

INTRODUCTION AND BACKGROUND

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal to provide recreational programs for individuals with disabilities ages 16 and up, and summer camp programs for youth ages 7 and up at certain locations in Milwaukee County. Responses to this RFP should be based upon an initial term of an agreement for three (3) years with an option for two (2) one-year extensions, by mutual agreement of the County and contractor.

SCOPE

The Milwaukee County Office for Persons with Disabilities (“OPD”) assumed primary responsibility to provide Milwaukee County recreation programs for people with disabilities on January 1, 2006. The OPD has expressed its intention to promote inclusive and integrated community-based programs in addition to existing center-based programs at Wil-O-Way Grant (207 S. Lake Drive) and at Underwood Park (10602 Underwood Parkway.)

With this RFP, the OPD seeks an agency partner skilled in, as well as committed to, providing inclusive, integrated, and accessible recreation for consumers with developmental, physical, sensory and behavioral disabilities. The partner agency will work with the Disabilities Recreation Manager in designing and implementing summer, fall, and winter center-based evening programs, a six week summer day camp (including application processing and transportation coordination), and a two week extended camp, and supported integrated community activities. In addition contractors should consider planning for alternative recreation options including: 1) Day programming. 2) Weekend programming options 3) Programming opportunities that utilize the Wil-O-Way facility wading pool, disc golf course, basketball courts and playground resources. 4) Activities that focus on the participants and their families. Summer camp fees are collected by the agency partner and sent to the County at the conclusion of summer camp. The agency partner retains the year-round program fees and travel fees. The summer camp fee is set by Milwaukee County in consultation with the agency partner.

The agency partner will be expected to act as an information and referral resource for other recreation programs and general services that Wil-O-Way participants and Milwaukee County residents may require. The successful partner agency will also be required to be authorized to provide contracted services under the Family Care program and is required to process billing for reimbursable services under that program. The success of this comprehensive program rests on coordination and cooperation between consumers, their families and friends, volunteers, skilled staff, and community contributors. The partner agency is required to assure that Wil-O-Way programs, services, and activities are welcoming, accessible, and of interest to all people with disabilities.

This proposal covers a thirty-six month period. Current projections identify up to **\$266,937** of available contract funding from Milwaukee County Tax Levy. At this time we do not anticipate changes in the funding level for 2017 and subsequent years. Final award is subject to the contract rules of Milwaukee County and is further subject to the availability of funds.

The agency partner must provide transportation for program participants; OPD will reimburse \$73,000 per contract year for such transportation. The agency partner is also encouraged to provide incentives for Wil-O-Way Key Card members (\$25 minimum throughout the year per key card member).

REQUIRED SERVICES

Program Description:

The Wil-O-Way Recreation Program, sponsored by the OPD, is comprised of these major program components: the Wil-O-Way summer day camps located in Grant and Underwood Parks, year-round center-based recreation activities, and special community events. For the RFP program years, 2017 through 2019, OPD invites responding organizations to propose providing the entire range of programs, the summer day camp only, or the year-round community and center-based events. Through an evaluative process, OPD will determine which proposal(s) best meet the needs of participants with disabilities, their families, and support systems.

Summer Day Camp:

During the 2013-16 program years, an average of 130 campers attended the 6 week day camps located at Grant and Underwood Parks. Participating campers and their families have expressed interest in additional weeks of programming. OPD would consider any proposals which would extend the length of the camp with a corresponding reduction in the number of campers served.

The successful provider agency will be responsible for all major components of a successful camp experience to include: camp promotion, registration, camp operation and staffing, coordination of transportation, etc.

Year-Round Center and Community Events:

During the 2013-16 program years, Center dances and community bowling programs were well-attended mainstay programs. Center-based recreation offerings were significantly less well attended. Special events including community sailing, snowmobiling, and disc golf events were also well attended. OPD is interested in a program plan which will consider best use of available funding which increases the number of people served, provide alternatives not already readily available, and which expands welcoming opportunities for participation throughout the community for people with disabilities, their families, and friends. Involving consumers in planning, and implementing programs as appropriate, is encouraged.

REQUIRED SERVICES:

1. The provider must offer programs and services **either directly or through coordinating and scheduling the Wil-O-Way facilities for other agencies who will supplement the programming the provider offers.**

Programs should be designed to be fully accessible and welcoming to people with **developmental, physical, sensory, and behavioral disabilities**. People with disabilities should be involved in actively planning and participating in programs which expand their skills and involvement in the community. Special efforts must be afforded to inform and serve potential participants in zip codes 53216, 53206, 53212, 53205, 53208, and 53233.

The provider agency must host two dances per month at each facility. Applicants must provide a proposal for programming including ideas for additional/new/alternative programs and services to be implemented in 2017 and proposed for subsequent years. The partner agency is encouraged to expand community activities of interest to people with disabilities, their families, and friends.

2. When the Wil-O-Way Centers are used, the provider agency will manage the facilities while programming is being offered. This includes on site staff to assure that class/activity leaders are present, program participants and other groups using the facilities are in a safe environment and that the building is secured before leaving.
3. The provider agency will operate at minimum, a six week summer camp at both facilities. Responsibilities will include staffing, program development, management and supervision of supplementary personnel

(including participants in Workforce Investment Board Programs), pool operation, minor maintenance and grounds cleanup. A medical staff person certified to administer medication and address medical incidents must be available on site during summer camp.

At present, approximately 130 individuals receive respite and recreation at the camps. OPD has lengthened the camp season with an extended camp. Extended camp would be an option if the vendor and OPD can come up with an agreeable amount of time. Typically the extended camps will have a reduction in the number of campers served.

4. The provider agency will coordinate information and assistance to Wil-O-Way participants and other Milwaukee County residents and their families seeking to obtain services. Referrals to appropriate agencies and assistance in obtaining needed services will be provided. Follow up to ensure that the needed services have been provided. The program partner will also be required to process billing for reimbursable services through third party revenue sources.
5. The provider agency must be willing to work with the Disabilities Recreation Manager on non-center-based activities that may be mutually agreed upon and included in the OPD contract including participation in special Wil-O-Way Key Card events.
6. The provider agency will also collect outcome-based measures consistent with OPD guidelines.
7. The OPD may seek donated, or other earned sources of financial support for the services, programs, and activities associated with this initiative. The provider agency will be expected to participate in these efforts.

RFP ADMINISTRATOR

The RFP Administrator

Stephanie Gulizia
Department of Administrative Services
Procurement Division
633 W. Wisconsin Ave. Suite 901
Milwaukee, WI 53203

Phone: 414-278-4129
Email: Stephanie.Gulizia@milwaukeecountywi.gov

DEFINITIONS

Following definitions are used throughout the RFP.

OPD means the Milwaukee County Office for Persons with Disabilities.

Contractor means proposer awarded the contract.

County means Milwaukee County.

Proposer/Vendor means a firm submitting a proposal in response to this RFP.

Additional definitions related to this procurement are provided within Chapter 32 of Milwaukee County General Ordinances.

SITE VISIT

There will be one site visit (not mandatory) as described on the Information Summary Sheet.

QUESTIONS

Proposers may submit questions and requests for clarification regarding this RFP. All questions regarding this RFP shall be made in writing, citing the RFP title, RFP number, page, section, and paragraph, and shall be submitted via e-mail to RFP Contact/Administrator.

Questions sent to anyone other than the RFP Contact/Administrator will not be considered.

All questions must be submitted by the specified deadline as identified on the Information Summary Sheet. Milwaukee County will not respond to any questions received after this date and time. Responses to all questions and inquiries received by Milwaukee County will be posted on Milwaukee County's website as identified in the Information Summary Sheet. It is the responsibility of Proposers to check this website for any and all information such as answers or addenda related to the RFP.

This RFP is issued by the OPD. The RFP Administrator assigned to this RFP, along with contact information, is noted. The RFP Administrator is the sole point of contact during this process and no information provided by any other personnel will be considered binding.

Communication initiated by a proposer to any County official, employee or representative evaluating or considering the proposals, prior to the time of any award is prohibited unless at the explicit direction of the RFP Contact/Administrator and any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration, is the sole discretion of the County.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding.

PROPOSER NOTIFICATION REQUIREMENT AND AMENDMENT ACKNOWLEDGEMENT

Should a proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document.

If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the Milwaukee County website; it is the responsibility of prospective vendors to check the website for any amendments prior to the RFP submission date. All amendments are acknowledged by your submission of Sworn Statement of Proposer form.

If the Proposer fails to monitor the web site for any changes or modifications to the RFP, such failure will not relieve the Proposer of its obligation to fulfill the requirements as posted.

FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY

Proposers shall maintain their availability of service and proposed price as set forth in their proposals for an anticipated service starting date provided in the Information Summary Sheet. Proposers are expected to perform planning and implementation activities prior to commencement of a contract. Milwaukee County will not reimburse for these costs.

NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS

No County official, employee or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract or shall exercise any undue influence in the awarding of the contract.

No Milwaukee County employee, officer or agent shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved.

Milwaukee County Specific Requirements; No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval.

CODE OF ETHICS

Proposers shall strictly adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05 (2) (k):

“No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal 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 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05 (2) (k) shall be included in all Requests for Proposals and bid documents.”

ERRORS, OMISSIONS, MINOR IRREGULARITIES AND RETAINED RIGHTS

All information in this RFP, including any addenda, has been developed from the best available sources; however, Milwaukee County makes no representation, warranty or guarantee as to its accuracy. Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document. Milwaukee County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Proposer an advantage or benefit not

afforded by other Proposers. Milwaukee County may waive any requirements that are not material. Milwaukee County may make an award under the RFP in whole or in part and change any scheduled dates. Milwaukee County reserves the right to use ideas presented in reply to this RFP notwithstanding selection or rejection of proposals. Milwaukee County reserves the right to make changes to and/or withdraw this RFP at any time.

MULTIPLE PROPOSALS

Multiple proposals from a single vendor will not be permitted.

PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION AND WITHDRAWAL

Each proposal is submitted with the understanding that it is subject to negotiation at the option of Milwaukee County. However, Milwaukee County reserves the right to make an award on the basis of the original proposal, without negotiation with any proposer.

Milwaukee County reserves the right to negotiate with the proposer(s) within the scope of the RFP in the best interests of Milwaukee County. Milwaukee County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer's compliance with the requirements of the solicitation. Milwaukee County may use information obtained through site visits, management interviews and the county's investigation of a proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the proposer in response to the county's request for clarifying information in the course of evaluation and/or selection under this RFP.

Upon acceptance in writing by Milwaukee County of the final offer to furnish any and all of the services described herein, and upon receipt of any required federal, state and local government approvals, the parties shall promptly execute the final contract documents. The written contract shall bind the proposer to furnish and deliver all services as specified herein in accordance with conditions of said accepted proposal and this RFP as negotiated.

Milwaukee County reserves the right to accept or reject any and all proposals submitted or cancel this RFP in whole or in part if such cancellation is in the best interest of Milwaukee County. Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the proposer's authorized representative. After the proposal deadline, proposals may not be modified or withdrawn without the consent of Milwaukee County.

CONTRACT TERMS AND FUNDING

The Blanket Service Contract and Price Agreement shall be between the County of Milwaukee, known as the "County" and the successful proposer known as the "Contractor".

The agreement will be for three (3) full years, estimated to begin January 1, 2017 through December 31, 2019 and renewable separately for up to two (2) additional one (1) year periods. The agreement will automatically renew unless either party notifies the other of intent not to renew the contract 90 days prior to the contract anniversary date.

All proposers are notified that Milwaukee County reserves the right to delete or modify any task from the Scope of Services at any time during the course of the RFP process. All proposers are notified that contracts are contingent upon Federal, State, and local appropriations.

Milwaukee County contemplates award of a contract resulting from this RFP that reflects payment for fee for services. Any final contract structure resulting from this RFP may be subject to negotiation and the required approvals by Milwaukee County.

CONTRACT TERMINATION

Milwaukee County may terminate this contract with 30 days advance written notice to the Contractor for any reason, or for no reason at all.

Milwaukee County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. Milwaukee County, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the vendor shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

In the event the contractor terminates the contract, such termination will require written notice to that effect to be delivered by the contractor to the County not less than ninety (90) days prior to said termination and shall assist and provide for an orderly transition of services.

MINIMUM WAGE RATE

This RFP, acquisition and any resulting agreement must conform to Chapter 111 of the Milwaukee County Code of General Ordinance – Minimum Wage.

In accordance with Chapter 111 of the Milwaukee County Code of General Ordinances, it is the policy of Milwaukee County that certain contractors, subcontractors, lessees and recipients of financial assistance doing business with the county shall pay employees performing part of full time work for the county a minimum wage rate. This rate is currently established at \$11.68/hour.

As a matter of responsiveness to this RFP, all proposers must complete 'Attachment B – Declaration of Commitment to Compliance to Milwaukee County's Minimum Wage Provision'.

It is the proposer's responsibility to familiarize themselves with the requirements of MCGO Chapter 111 and maintain compliance.

Additional information can be found at:

<http://county.milwaukee.gov/ImageLibrary/Groups/cntyDAS/Procurement/livingwage.pdf>
https://library.municode.com/HTML/12598/level2/MICOCOGEOORVOI_CH111MIWA.html

EEOC COMPLIANCE

All proposers shall complete and submit Equal Employment Opportunity Commission (EEOC) Compliance Certificate (Attachment G).

INSURANCE AND INDEMNITY REQUIREMENTS

All proposers shall complete, sign and submit the "Insurance and Indemnity Acknowledgement Form" (Attachment C). This form outlines required insurance requirements for contractor related to this acquisition and proposer's ability and commitment to provide.

EMPLOYEES

The contractor shall utilize as many permanent employees on this contract whenever possible. The contractor shall utilize only workers that are skilled in the tasks to which they are assigned and can provide the highest quality of performance consistently on a daily basis. A contractual commitment of dependable, steady service is required.

PERMITS AND LICENSES

Contractor at the time of proposal submission and during the term of any agreement the contractor and associated employees performing services must possess and maintain the required licenses and permits required to perform work requested.

FEDERAL, STATE AND LOCAL REGULATIONS

The successful Proposer shall be required, and hereby agrees, to comply with all applicable Federal, State and Local laws and regulations during the term of any agreement, including, but not limited to the regulations listed in this RFP. Successful proposers will be required to enter into and maintain an agreement with Milwaukee County that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances.

START-UP SCHEDULE

It is anticipated that services will be required on or about January 1, 2017.

RESPONSIBLE CONTRACTOR POLICY

Contractors shall abide by all applicable local, state and federal laws. Contractors shall at all times maintain safe and healthful working conditions and abide by all applicable wage and hour regulations and prohibitions against child labor. Contractors' working conditions shall conform to the standards set by the Federal OSHA. Contractors shall on request provide to the County a report on their compliance. The County recognizes the right of an employee to self-organization and the right to form, join or assist labor organizations to bargain collectively through representatives of their own choosing, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection and, conversely, the right of such employees to refrain from any or all such activities. All proposers shall provide working conditions for services of a similar character in a similar locality in which the services are performed.

DISCIPLINE OR DISCHARGE OF EMPLOYEES

Milwaukee County retains the right to require the reassignment of an employee or employees, as the County may deem necessary. Reasons for this request may be but are not limited to: Incompetence, Carelessness, Disruptive or otherwise objectionable behavior. The request for reassignment is in no way a call for dismissal. It is just a request for the individual to be reassigned out of the County facility.

PRIME CONTRACTOR & SUBCONTRACTORS

The prime contractor will be responsible for contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the proposer must clearly explain their participation in the proposal response documents.

2.0 PREPARING AND SUBMITTING A PROPOSAL

GENERAL INSTRUCTIONS

In an effort to ensure the most efficient and economical service, the County utilizes Competitive Negotiation, or the Request for Proposal (**RFP**) process to procure recreational programs. This process bases the contract award on the County's evaluation of work history, technical experience, ability, resources and other pertinent factors of the Proposer.

INCURRED EXPENSES

Milwaukee County shall not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to execution of an agreement. This includes any legal fees for work performed or representation by proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to County Board approval of a contract award.

SUBMITTING A PROPOSAL

Proposers must submit one (1) original, five (5) copies, and one (1) electronic copy of all materials required for acceptance of their proposal in sealed envelopes. Submission must be to the specific location and prior to submission deadline indicated on the 'Information Summary Sheet'. Each hard copy should be double-sided and bound, with the exception of the original, which should be double-sided but not bound.

All proposals must be time-stamped as accepted by Milwaukee County by the stated time. Proposals not so stamped will not be accepted. Please note that if hand delivering proposals; allow adequate time for travel, parking, and security screening. One original proposal, five copies of the proposal, and one copy on CD must be delivered in person, or sent certified mail, return receipt requested to:

RFP # 98160021
c/o Milwaukee County Clerk
901 N. 9th Street, Room 105
Milwaukee, WI 53233

Proposals shall be organized and presented in the order and by the number assigned in the RFP. Proposals shall be organized with each heading and be clearly marked and separated by tabs or otherwise clearly marked. Failure to provide any requested information your proposal will be considered unresponsive.

Each proposal must be submitted in separate envelopes and marked as requested below.

Your responses should be submitted as follows:

Technical Proposal Contents

Cover Sheet for Technical Proposal (Attachment F)
Vendor Information Sheet (Attachment A)
County's Minimum Wage Provision (Attachment B)
Insurance and Indemnity Acknowledgement Form (Attachment C)
Conflict of Interest Stipulation (Attachment D)
Sworn Statement of Proposer (Attachment E)
EEOC Compliance (Attachment G)

Certification Regarding Debarment and Suspension (Attachment H)
Proprietary Information Disclosure Form (Attachment I)
Declaration of Commitment to Compliance with Milwaukee
Year 2016 Indemnity, Data & Information Systems Compliance –
HIPAA (Attachment J)
Certification Regarding Background Checks (Attachment K)

Proposals submitted in response to this RFP must be received no later than the deadline as identified in the Information Summary Sheet.

The Technical Proposal shall be identified in the lower left corner as follows:

Technical Proposal

Request For Proposal Title: (Title as provided on the Information Summary Sheet)

Request For Proposal Number: (Number as provided on the Information Summary Sheet)

RFP Proposal Receipt Deadline: (Date as provided on the Information Summary Sheet)

3.0 PROPOSAL AND AWARD PROCESS

PRELIMINARY EVALUATION

The proposals will be reviewed to determine if mandatory submission requirements are met. Failure to meet mandatory submission requirements may result in rejection of the proposal. Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information may be rejected as non-responsive. The Proposer assumes responsibility for meeting submission requirements and addressing all necessary technical and operational issues to meet the objectives of the RFP.

PROPOSAL SCORING

An Evaluation Committee will be established by Milwaukee County to evaluate all responsive proposals and to make a recommendation. A proposer may not contact any member of an evaluation committee except at the RFP Administrator's direction. Reference the "Questions" section for additional information.

These proposals will be reviewed by an evaluation committee and scored against the criteria outlined in this RFP.

Technical Proposal scoring; the Evaluation Committee shall conduct its evaluation of the technical merit of the all proposer's responsive proposals. The process involves applying the evaluation criteria and the associated weighting as outlined in the RFP to assess each vendor's proposal. The criteria that will be used by the Evaluation Committee for the technical evaluation of this RFP are outlined below.

The evaluation committee's scoring will be tabulated and proposals ranked based on the total numerical scores, comprising the sum of both technical scoring.

Oral presentations may be requested by Milwaukee County of the highest scoring proposer(s). If oral presentations are requested, proposers will be notified of when the presentations are to take place and what information should be provided. Milwaukee County may request Best and Final Offers from any or all respondents. Best and Final Offers are a supplement to the original offer. Milwaukee County reserves the right to make an offer based on the original submitted proposal.

Following final evaluation, the Committee will make a recommendation to the director of the Office for Persons with Disabilities as to whose proposal is determined to provide the best value to Milwaukee County. Award may be made to the proposal with a higher technical ranking even if its price proposal is not the lowest.

The award of the contract, if made, shall be with an organization whose proposal provides the best value to Milwaukee County. Milwaukee County reserves the right to reject any and all proposals received if it deems appropriate and may modify, cancel or re-publish the RFP at any time prior to a contract being awarded up to and through final action of the County Board of Supervisors and the County Executive.

EVALUATION CRITERIA

The evaluation panel will use the following criteria to evaluate each RFP response. The weights specify the percentage value for criterion. The criteria will be applied to the technical information submitted by each proposer.

RFP EVALUATION CRITERIA

Proposal Response

<u>From the Technical Proposal</u>	
Agency Background	20%
Proposed Summer Programming	25%
Proposed Year-Round Programming	25%
Program Accessibility	15%
Marketing/Outreach	10%
References	5%

RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS

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

INTENT TO AWARD

An Intent to Award will be issued and all proposers will be notified. Milwaukee County reserves the right to negotiate with the selected proposer, at its option, regarding the terms of a contract and other issues to be incorporated into the contract.

In the event that a successful agreement cannot be executed, Milwaukee County reserves the right to proceed with contract negotiations with the other responsive, qualified proposers to provide service.

Prior to execution of any final agreement, the OPD shall make a recommendation of award and request approval of the County Executive and the County Board of Supervisors, if required. An agreement will only be fully executed following final approval by the County Board of Supervisors and County Executive, as and if required.

INFORMATION RELEASE

All RFP materials submitted will become the property of Milwaukee County. Any restriction on the use of data contained within a request must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Milwaukee County Ordinances, State of Wisconsin procurement regulations, and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a Request for Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation and innovations become the property of Milwaukee County.

Milwaukee County may, at any time during the procurement process, request and/or require additional disclosures, acknowledgments, and/or warranties, relating to, without limitation, confidentiality, EEOC compliance, collusion, disbarment, and/or conflict of interest.

Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information and which proposer believes qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats, or material which can be kept confidential under the Wisconsin public record law, must be identified on the Designation of Confidential and Proprietary Information form (Attachment I – Proprietary Information Disclosure). Confidential information must be labeled as such. Costs (pricing) always becomes public information and therefore cannot be kept confidential. Any other

requests for confidentiality MUST be justified in writing on the form provided and included in the proposal submitted. Milwaukee County has the sole right to determine whether designations made by a proposer qualify as trade secrets under the Wisconsin public records law.

As this RFP is for a MCGO 32 “Service Contract” provisions of MCGO Chapter 32.47 apply to the release of information. Chapter 32.47. Disclosure and use of information before award. After receipt of proposals, none of the information contained in them or concerning the number or identity of proposers shall be made available to the public or to anyone in county government. During the pre-award or pre-acceptance period of a negotiated procurement, only the procurement director or his or her designee, and other specifically authorized shall transmit technical or other information and conduct discussions with prospective vendors. Information shall not be furnished to a prospective vendor if, alone or together with other information, it may afford the prospective vendor an advantage over others. However, general information that is not prejudicial to others may be furnished upon request. Prospective vendors may place restrictions on the disclosure and use of data in proposals. The procurement director or his or her designee shall not exclude proposals from consideration merely because they restrict disclosure and use of data, nor shall they be prejudiced by that restriction. The portions of the proposal that are so restricted (except for information that is also obtained from another source without restriction, or information required to be disclosed to county auditors) shall be used only for evaluation and shall not be disclosed outside the county without the permission of the prospective vendor.

APPEAL

Protests and appeals related to this RFP after issuance of an “Intent to Award” are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapter 32. Appeal process information is available at http://www.municode.com/Library/WI/Milwaukee_County.

5.0 TECHNICAL PROPOSAL RESPONSE

TECHNICAL PROPOSAL

Technical proposals shall convey an understanding of the scope of services required. Technical proposals shall not contain any reference to price. Through its proposal, the proposer offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet or exceed the RFP requirements.

RFP submission must address, at a minimum, the requests enumerated immediately below under Technical Proposal Response (pages 18-20 of this RFP).

TECHNICAL PROPOSAL RESPONSE

AGENCY BACKGROUND

1. Submit your agency's mission statement.
2. Submit an organizational chart of the agency detailing each major department or program.
3. Submit a copy of each agency license or certificate required to provide the service for which you are requesting funds and copies of any notices of noncompliance or restrictions.
4. Please describe your policies and procedures for HIPAA compliance.
5. Has your organization or any representative, owner, partner or officer ever failed to perform work awarded or had a contract terminated for failure to perform or for providing unsatisfactory service? If yes, please provide a detailed explanation.
6. Within the past five (5) years, has your organization or any representative, owner, partner or officer (collectively "your company") ever been a party to any court or administrative proceedings or disciplinary action, where the violation of any local, state or federal statute, ordinance, rules, regulation, or serious violation of company work rules by your Company was alleged? If yes, please provide a detailed explanation including the date of citation or violation, description of violation, parties involved, and the current status of the citation.
7. Within the past 5 years has your organization had any reported findings on an annual independent audit? If yes, please provide a detailed explanation.
8. Within the past 5 years, has your organization been required to submit a corrective action plan by virtue of review or audit by independent auditor, or any governmental agency or purchaser of services? If yes, please provide a detailed explanation including if the corrective action has been accepted by the purchasing agency and completely implemented? If not, please explain remaining action required by purchasing agency.
9. Have you, any principals, owners, partners, shareholders, directors, members or officers of your business entity ever been convicted of, or pleaded guilty, or no contest to, a felony, serious or gross misdemeanor, or any crime or municipal violation, involving dishonesty, assault, sexual misconduct or abuse, or abuse of controlled substances or alcohol, or are charges pending against you or any of the above persons for any such crimes by information, indictment or otherwise? If yes, please provide a detailed explanation.

10. Certify that you will comply with the provisions of the Milwaukee County Resolution requiring background checks, File No. 99-233 and conduct background checks at your own expense, and attach a copy of your background check policy. It is each proposer's responsibility to familiarize itself with this resolution and ensure compliance.

PROPOSED SUMMER PROGRAMMING

With respect to the questions in this section, please note the following definitions:

Inputs- physical, financial, and human resources dedicated to the program.

Processes/Program Activities- services to be delivered.

Outputs- volume of processes/program activities to be delivered.

Expected Outcomes-intended benefit(s) for participants during or after their involvement with a program.

Indicators-measurable approximations of the outcomes you are attempting to achieve.

11. Provide an organizational chart which shows, in detail, the position titles and reporting relationships within the summer program staff.

12. Provide a narrative to adequately describe the program you are proposing, including the summer programming inputs, processes, program activities, outputs, expected outcomes, and indicators.

13. Describe your ability to provide this programming, and your experience serving the targeted populations. Include any existing agency programs utilizing a similar service delivery system and the number of years the program has been in operation.

14. Describe how consumers and community members are integrated into the process of evaluating the summer program, as appropriate, e.g., through satisfaction surveys, board and committee membership, public forums, etc. Include copies of any instruments used to collect feedback from consumers or the community. Give a specific example of how the results of this feedback have been used.

15. Describe the staffing pattern and its relationship to the volume of clients and services to be provided, and how your organization minimizes staff turnover. Describe in terms of staff to client ratios, client volume per staff, and/or how many staff are needed to perform a particular activity. Provide a description of your agency's proposed strategy for handling fluctuations in staffing needs. Provide a description of the staffing pattern for both summer programming sites. Note that the preferred client:staff ratio for summer camp is 4:1.

PROPOSED YEAR-ROUND PROGRAMMING

With respect to the questions in this section, please note the following definitions:

Inputs- physical, financial, and human resources dedicated to the program.

Processes/Program Activities- services to be delivered.

Outputs- volume of processes/program activities to be delivered.

Expected Outcomes-intended benefit(s) for participants during or after their involvement with a program.

Indicators-measurable approximations of the outcomes you are attempting to achieve.

16. Provide an organizational chart which shows, in detail, the position titles and reporting relationships within the year-round program staff.

17. Provide a narrative to adequately describe the program you are proposing, including the year-round programming inputs, processes, program activities, outputs, expected outcomes, and indicators.
18. Describe your ability to provide this programming, and your experience serving the targeted populations. Include any existing agency programs utilizing a similar service delivery system and the number of years the program has been in operation.
19. Describe how consumers and community members are integrated into the process of evaluating the year-round program, as appropriate, e.g., through satisfaction surveys, board and committee membership, public forums, etc. Include copies of any instruments used to collect feedback from consumers or the community. Give a specific example of how the results of this feedback have been used.
20. Describe the staffing pattern and its relationship to the volume of clients and services to be provided, and how your agency minimizes staff turnover. Describe in terms of staff to client ratios, client volume per staff, and/or how many staff are needed to perform a particular activity. Provide a description of your agency's proposed strategy for handling fluctuations in staffing needs. Provide a description of the staffing pattern for all year-round programming sites, as well as community outings.
21. Describe your plan for submitting weekend year-round programming schedule at least 60 days in advance of the start of a month (for example, submit entire October weekend programming schedule no later than August 1).

PROGRAM ACCESSIBILITY

22. What is your agency's plan to serve clients with physical disabilities?
23. What is your agency's plan to serve clients with developmental disabilities?
24. What is your agency's plan to serve clients with hearing impairment?
25. What is your agency's plan to serve clients with visual impairment?
26. What is your agency's plan to serve non-verbal clients?
27. What is your agency's plan to serve clients who are non-English speaking or have limited English proficiency?
28. What is your agency's plan to serve clients who require personal care assistance?

MARKETING/OUTREACH

29. What is your agency's plan to maximize participants and market programming to the community and conduct outreach efforts, particularly in underserved areas of Milwaukee County?
30. What is your agency's plan to further the County's goal of decreasing facilities-based programming and increasing community programming?
31. What is your agency's plan to offer incentives to members of the Key Card program?

REFERENCES

32. Provide three references for whom you provide programming of a similar nature and size, and with a similar scope to that of Milwaukee County.

VENDOR INFORMATION SHEET

This form must be completed and submitted with proposal. It is intended to provide the County with information on the vendor's name and address and the specific persons who were responsible for preparation of the vendor's response. Each vendor must also designate a specific contact person who will be responsible for responding to the County if any clarification of the vendor's response should become necessary.

Vendor Name: _____

Vendor Address: _____

Phone Number: _____ FAX: _____

E-mail: _____

Vendor Response Prepared By: _____

Signature: _____

Exhibit C 1

Declaration of Commitment to Compliance with Milwaukee County's Minimum Wage Provision

Bid/RFP #: _____

In accordance with Chapter 111 of the Milwaukee County Code of General Ordinances, it is the policy of Milwaukee County that certain contractors, subcontractors, lessees and recipients of financial assistance doing business with the county shall pay employees performing part or full time work for the county a minimum wage rate. The current required minimum wage rate is as follows:

Effective Date	Base Wage Required (\$ per hour)
February 29, 2016	\$11.68

Milwaukee County's Minimum Wage Ordinance generally applies to employers with more than 20 employees that entered into one of the following types of contracts or agreements as of June 1, 2014:

- Service Contracts under Chapter 32 of the Milwaukee County Code of General Ordinances
- Certain Personal Care/Supportive Home Care Services provided by agencies that contract exclusively with Milwaukee County
- Concessor Contracts
- Lease Agreements
- Economic Development Financial Assistance Agreements

Exemptions to the policy are listed in section 111.03(2), Milwaukee County Ordinances.

In order to be considered responsive to the Bid/RFP, you must submit this form.

The undersigned hereby agrees to the following:

- To pay all workers employed by the Contractor in the performance of this contract, whether on a full time or part time basis, a base wage of not less than the minimum wage rate as determined annually by Milwaukee County.
- New rates that go into effect (annually on the last business day of February) will be adhered to promptly.
- To provide the Milwaukee County Office of the Comptroller-Audit Services Division a Declaration of Compliance and supporting payroll data every three (3) months during the contract term and within 10 days following the completion of the contract.
- To procure and submit a like Declaration and supporting payroll data from every subcontractor employed by the contractor.

I believe that I am exempt from Chapter 111 for the following reasons:

Please attach documentation to substantiate your claim of an exemption. Milwaukee County will review the documentation you provide; if your exemption is not substantiated, your proposal/bid will be deemed unresponsive, and will be removed from further consideration.

I declare under penalty of perjury that the forgoing is true and correct. I have read and understand Chapter 111 of the Milwaukee County Ordinances. I have executed this Declaration on _____ (date).

Company Name: _____

Authorized Signature: _____

Printed Name: _____

Insurance and Indemnity Acknowledgement Form

Vendor must at the time of the contract award provide to the County proof of all Liability clauses listed below:

Indemnity:

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

Insurance:

Purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Contractors activities, by whomever performed, in such coverage and amounts as required and approved by the County. Acceptable proof of such coverage shall be furnished to the County prior to commencement of activities under this memorandum. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this memorandum, unless otherwise specified by the County, in the minimum amounts specified in Exhibit A.

Exhibit A – Insurance

Contractor shall provide evidence of the following coverages and minimum amounts:

Type of Coverage	Minimum Limits
Wisconsin Workers Compensation Employers Liability & Disease	Statutory \$100,000/\$500,000/\$100,000
General Liability	
Bodily Injury & Property Damage	\$1,000,000 per Occurrence
To include Personal Injury, Fire, Products and Completed Operations	\$2,000,000 Aggregate
Contractual Liability	
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 per Accident
All autos	

Except for Worker’s Compensation and Employers Liability, Milwaukee County shall be named as and Additional Insured in the general and automobile liability policies as its interests may appear as respects the services provided in this agreement. A waiver of subrogation shall be

afforded to Milwaukee County on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

The insurance specified above shall be placed with an A rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Risk Manager as a condition of this agreement.

A certificate of insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of this agreement.

The undersigned certifies and represents an understanding of Milwaukee County's Insurance and Indemnification requirements. The undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFP.

Vendor's Name

Title

Signature

Date

CONFLICT OF INTEREST STIPULATION

(Sign and Submit with Technical Proposal)

For purposes of determining any possible conflict of interest, all vendors submitting a proposal in response to this RFP must disclose if any Milwaukee County employee, agent or representative or an immediate family member is also an owner, corporate officer, employee, agent or representative of the business submitting the proposal. 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 representative's vote, official actions or judgment would be influenced thereby.

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

YES _____

NO _____

IF THE ANSWER TO THE QUESTION ABOVE IS YES, THEN IDENTIFY THE NAME OF THE INDIVIDUAL, THE POSITION WITH MC, AND THE RELATIONSHIP TO YOUR BUSINESS:

NAME _____

COUNTY POSITION _____

BUSINESS RELATIONSHIP _____

THE APPROPRIATE CORPORATE REPRESENTATIVE MUST SIGN AND DATE BELOW:

PRINTED NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

SWORN STATEMENT OF PROPOSER

(Sign and Submit with Technical Proposal)

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

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

Of the Proposer, _____,
Name of Company

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

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

Signature

Legal Address

Subscribed and sworn to before me

This _____ day of _____, _____

Notary Public, _____ County

State of _____

My commission expires _____.

**COVER SHEET FOR
TECHNICAL PROPOSAL
(Sign and Submit with Technical Proposal)**

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to the RFP for Professional Services.

Vendor's Name

Title

Signature

Date

EEOC COMPLIANCE
(Sign & Submit with Technical Proposal)

2016 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE
FOR MILWAUKEE COUNTY CONTRACTS

CONTRACTOR hereby certifies that it is in compliance with the equal opportunity policy and standards of Milwaukee County, and Federal rules and regulations regarding nondiscrimination in employment and service delivery.

Nondiscrimination (Milwaukee County General Ordinance (MCGO) 56.17)

CONTRACTOR certifies that in the performance of work or execution of this contract, it shall not discriminate against any employee or applicant for employment because of 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.

CONTRACTOR will post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the County setting forth the provisions of the non-discriminatory clause.

A violation of these provisions shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the CONTRACTOR for use in completing the contract.

Equal Opportunity (Title 41 of the Code of Federal Regulations, Chapter 60 (41 CFR 60))

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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 apprenticeship.

CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for

the provision of his nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Affirmative Action Program (41 CFR 60-1.40)

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program (and will so certify prior to the award of the contract), which shall have as its objective to increase the utilization of women, minorities, and disabled persons and other protected groups, at all levels of employment in all divisions of the CONTRACTOR'S work force, where these groups may have been previously under-utilized and under-represented. CONTRACTOR also agrees that in the event of any dispute as to compliance with the preceding requirements, it shall be its responsibility to show that all requirements are met.

Disadvantaged Business Enterprise (MCGO Chapters 32, 42, 56 and CFR 49 part 23)

CONTRACTOR shall comply with Milwaukee County General Ordinance Chapter 42 and CFR 49 part 23, which has an overall goal of seventeen percent (17%) participation of certified disadvantaged minority and/or women business enterprise (DBE) for contracts funded with federal and county money and those funded only by county money. CONTRACTOR will ensure that DBE's have the maximum opportunity to participate in this project.

Non-Segregated Facilities (41 CFR 60-1.8)

CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained..

Subcontractors

CONTRACTOR certifies that it has obtained or will obtain certifications regarding non-discrimination, an affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee Count before the award of any subcontracts, and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, CONTRACTOR certifies that it will comply with all reporting requirements and procedures established in 41 CFR 60.

Affirmative Action Plan

CONTRACTOR certifies that, if it has 50 or more employees, that it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to:

Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with the Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR will also require its subcontractors that have 50 or more employees to establish similar written affirmative action plans.

Employees

CONTRACTOR certifies that it has the following number of employees in the Standard Metropolitan Statistical Area, which includes the counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin: _____. CONTRACTOR certifies that it has the following total number of employees in its workforce:

_____.

Executed this _____ day of _____, 2016

Firm Name: _____

Address: _____

Representative: _____

(Signature/Title)

**CERTIFICATION REGARDING
DEBARMENT AND SUSPENSION
(Sign and Submit with Technical Proposal)**

The applicant certifies to the best of its knowledge and belief, that its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Company: _____

PROPRIETARY INFORMATION DISCLOSURE FORM (Sign and Submit with Technical Proposal)

The attached material submitted in response to the Request for Proposal includes proprietary and confidential information, which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats. or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c) Wis. Stats. as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHHOLD THE MATERIALS.

Failure to include this form in the Request for Proposal may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold Milwaukee County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name _____

Authorized Representative _____
Signature

Authorized Representative _____
Type or Print

Date _____

**YEAR 2016 INDEMNITY, DATA & INFORMATION
SYSTEMS COMPLIANCE, HIPAA**

Indemnity/Insurance

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

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

Provision for Data and Information Systems Compliance

Contractor shall utilize computer applications in compliance with County standards in maintaining program data related to the contract, or bear full responsibility for the cost of converting program data into formats useable by County applications. All Contractors shall have internet access, an email address, and shall utilize Microsoft Excel 2000 or newer, or shall use applications which are exportable/convertible to Excel.

Health Insurance Portability and Accountability Act

The contractor agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the contractor provides or purchases with funds provided under this contract.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Agency: _____

CERTIFICATION STATEMENT
RESOLUTION REGARDING FILE 99-233 REQUIRING BACKGROUND
CHECKS
FOR AGENCIES SERVING CHILDREN AND YOUTH

This is to certify that _____

(Name of Agency/Organization)

- (1) has received and read the enclosed, "PROVISIONS OF RESOLUTION REQUIRING BACKGROUND CHECKS ON Office for Persons with Disabilities CONTRACT AGENCY EMPLOYEES PROVIDING DIRECT CARE AND SERVICES TO MILWAUKEE COUNTY CHILDREN AND YOUTH;"
- (2) has a written screening process in place to ensure background checks on criminal and gang activity for current and prospective employees providing direct care and services to children and youth; and,
- (3) is in compliance with the provisions of File No. 99-233, the Resolution requiring background checks.

Authorized Signature: _____
_____ Date: _____

Printed Name: _____
_____ Title: _____

Agency: _____

Certification Statement Regarding Provider Credentials

The contractor certifies the following: (1) all providers' licenses and certificates as listed above are current and valid; (2) providers are current and up-to-date with all training requirements as required by the State of Wisconsin; (3) the agency has a system in place to verify providers' credentials and completion of required education and training; and (4) the agency maintains all provider credentials on file and agrees to make these documents available for review upon request by Milwaukee County DAS:OPD.

Authorized Signature: _____
_____ Date: _____

Printed Name: _____
_____ Title: _____
