



MILWAUKEE COUNTY

**Department of Health and Human Services
Housing Division**

**REQUEST FOR PROPOSAL
HOUSING CHOICE VOUCHER/
PROJECT-BASED RENTAL ASSISTANCE**

ISSUED July 2016



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Milwaukee County

Housing Division

DATE: July 28, 2016

TO: Interested Parties

FROM: James Mathy, Housing Administrator
Milwaukee County DHHS Housing Division

RE: **Request for Proposals – Housing Choice Voucher/Project-Based Rental Assistance**

The **MILWAUKEE COUNTY HOUSING DIVISION** seeks proposals from rental property owners and/or developers who wish to attach federal rental subsidies to properties eligible for the project-based voucher rental assistance program. The County invites interested parties to obtain a copy of the detailed Request for Proposal and submit proposals in accordance with its specifications.

The County's housing focus for this RFP is to developing decent, safe and affordable permanent housing units combined with support services ("supportive housing") for low- and extremely low-income individuals and families living in Milwaukee County who are and are either homeless or at risk of homelessness. Milwaukee County will have up to 15 vouchers for this RFP to be put in place for 2016 for new construction.

The County invites responses from developers, collaborating wherever possible with qualified providers of services, proposing projects whose development or preservation will result in significant positive community impact and the expansion of decent, safe and affordable housing opportunities for these individuals and families.

Copies of the **Request for Proposals** may be obtained via the Internet at http://county.milwaukee.gov/DHHS_bids beginning on **Friday, July 29 2016 at 9:30 a.m.** Proposals submitted in response to this invitation will be due at the Office of the Contract Administrator by no later than 4:00 p.m. on **Tuesday, August 16, 2016.**

All proposers must complete and file a Notice of Intent to Respond by **Friday, August 5, 2016** via email (james.mathy@milwaukeecountywi.gov), fax (414-223-1825) or drop completed forms at the Milwaukee County Housing Division, 600 W. Walnut St., Suite 100, Milwaukee, WI 53212.

Thank you for your interest in the Housing Division RFP process.

James Mathy, Housing Administrator

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NOTICE OF INTENT TO RESPOND
Milwaukee County

REQUEST FOR PROPOSAL (RFP)
Housing Choice Voucher/Project-Based Rental Assistance

To participate in this RFP return this form and **written questions (if any)** to: James Mathy of the Milwaukee County Department of Health and Human Services, Housing Division, via fax (414- 223-1825) or email james.mathy@milwaukeecountywi.gov **on or before August 5 , 2016.**

Company Name: _____
Contact Name: _____
Contact Title: _____
Address: _____

Contact Telephone: _____
Contact Email: _____
Fax: _____

INFORMATION SUMMARY SHEET

RFP Issuing Office: Milwaukee County DHHS Housing Division
RFP Issue Date: July 29, 2016 RFP Number: HD1701

Information Contacts:

Notice of Intent to respond and submit formal questions to:

Fax (414) 223-1825 and Email: james.mathy@milwaukeecountywi.gov

Deadline for Intent to respond and receipt of Questions: August 5, 2016 by 5:00 P.M.

Written Q & A Posted to Website http://county.milwaukee.gov/DHHS_bids: August 8, 2016

For Questions about Technical Section Forms and Requirements:

James Sponholz, Contract Administration, (414) 289-5778

For Questions about Program Descriptions and Expectations:

James Mathy, Housing Administrator (414) 278-5106

RFP will be available for Download on July 29, 2016 at http://county.milwaukee.gov/DHHS_bids

RFP Proposal Receipt Deadline: **Tuesday, August 16, 2016, 4 p.m. CDT**

Corrections and Revisions will be posted at: <http://www.county.milwaukee.gov/Corrections22671.htm>

RFP Submission Location: Milwaukee County Department of Health and Human Services
Contract Administration
1220 W. Vliet St.
Room 304
Milwaukee, WI 53205

1. SCOPE OF PROPOSAL/INTRODUCTION

The Milwaukee County Housing Division (hereinafter referred to as the “County”) is seeking rental property owners and/or developers (hereinafter “Proposer”) who wish to attach federal rental subsidies to properties eligible for the project-based voucher rental assistance program as explained in this proposal. It is the County’s intention to solicit proposals from Proposers, evaluate the qualifications, establish a competitive range, conduct interviews, verify the information presented, and ultimately enter into an Agreement with the successful Proposer(s).

The County’s housing focus for this RFP is on the development of housing opportunities combined with support services (“supportive housing”) for low- and extremely low-income individuals and families (hereinafter “families”) in Milwaukee County who are disabled and are either homeless or at risk of being homeless. The County invites responses from developers, collaborating wherever possible with qualified providers of services, proposing projects whose development or preservation will result in significant positive community impact and the expansion of decent, safe and affordable housing opportunities for families with severe and persistent mental illness within the county of Milwaukee. The developer **must** have experience with the development and management of supportive housing for the homeless. Units should be in place in 2016.

Project-Based Section 8, known herein as Project-Based Rental Assistance, is a U.S. Department of Housing and Urban Development (HUD) rental assistance program that aids low-income families through the attachment of rental subsidies to single and multifamily housing units. The County is authorized to use up to 20% of its allocated Housing Choice Voucher Program subsidy for a project-based assistance program. The County seeks to meet the agency’s local goals, as outlined in the County’s Administrative Plan, with the award of a maximum number of 15 project- based assistance vouchers.

2. RFP INFORMATION

The Manager for this RFP is James Mathy.

Address:

Milwaukee County Housing Division
600 W Walnut St. #100
Milwaukee, WI 53212
Tel (414) 278-5106
Fax (414) 223-1825
Email: james.mathy@milwaukeecountywi.gov

RFP Information

Notification of this RFP will appear in the *Milwaukee Journal-Sentinel* newspaper during the month of August 2016. All applicants must certify that no member of the development team, proposed management team or any proposed contractor or subcontractor is currently subject to any pending or active debarment action by HUD or any other federal or local government agency. Application packets for this Request for Proposal (RFP) may be downloaded from the Internet at: http://county.milwaukee.gov/DHHS_bids

Updates and revisions to this and other RFP related publications will occur through the proposal deadline, and can be viewed at:

<http://www.county.milwaukee.gov/Corrections22671.htm>

INQUIRIES, QUESTIONS AND RFP ADDENDA

Proposers are expected to raise any questions they have concerning the RFP and appendices during this process. If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer must immediately notify the RFP Manager of such error and request modification or clarification of the RFP.

Proposers must submit their Notice of Intent to respond and questions per direction in Information summary sheet. All questions must cite the appropriate RFP section number.

It is the intent of the County that these questions will be answered and posted on: http://county.milwaukee.gov/DHHS_bids on or before date mentioned on Information summary sheet. All Proposers who send in a Notice of Intent to Respond form will receive an email with a copy of the questions and answers, only if email address is provided.

In the event that a Proposer attempts to contact, orally or in writing, any employee or representative of Milwaukee County other than James Mathy on any matter related to the

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proposal, the vendor may be disqualified.

If a Proposer discovers an error (which includes ambiguity, mistake, conflict, discrepancy, omission or other deficiency) in this RFP which prejudices the Proposer's ability to respond definitively to the proposal request, or which might prejudice satisfactory performance under a Contract containing the RFP provision(s) in question, the Proposer must immediately notify James Mathy in writing requesting modification or clarification of the proposal request.

The Housing Division reserves the right to waive or change any portion of this RFP as it serves the interests of Milwaukee County. Any revisions to this proposal request shall be made in the form of an official addendum issued by Milwaukee County. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, addenda will be posted to Website: <http://www.county.milwaukee.gov/Corrections22671.htm>
Proposers must check the website for posted addenda; they are encouraged to check daily.

If, prior to the date fixed for the submission of bids/proposals, a Proposer fails to notify Purchaser of an error about which it knew or should have known, and if a Contract is awarded to the Proposer, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

The provisions of the bid/proposal of the successful Proposer will become contractual obligations. Failure or refusal of the successful Proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

REASONABLE ACCOMMODATIONS

The County will provide reasonable accommodations, including the provision of informational material in alternative format, for qualified individuals with disabilities upon request. If the Proposer needs accommodations, please contact the RFP Manager.

ESTIMATED TIMETABLE FOR RFP

The key RFP dates are outlined in the Information Summary Sheet. In the event that DHHS finds it necessary to change any of the specific dates and times in the calendar of events, it will do so by issuing an addendum to this RFP which will be posted at:
<http://www.county.milwaukee.gov/Corrections22671.htm>.

SUBMITTING THE PROPOSAL

All proposals for funding must be received by the DHHS no later than the date and time specified in the Information Summary Sheet. Proposals will be time-stamped upon delivery and late proposals will be rejected.

Proposer must submit proposal on 8 ½ x 11 paper. An unbound original and five (5) copies (a total of six Copies) of the proposal must be submitted along with a **USB drive containing a complete copy of submission including any attachments in word or PDF** format in a sealed mailing envelope or package with the responder's name and address clearly written on the outside. Also include the name and phone number of the person who is authorized to act on behalf of the Proposer. The envelope should be addressed to **“Housing Choice Voucher/Site-**

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Based Assistance, Attn: James Mathy” and delivered to the address provided on the Information Summary Sheet. The submission package must be signed by a representative of the Proposer who is legally authorized to affix the organization’s corporate seal to these documents. In the absence of a corporate seal, the submission package must be notarized by a Notary Public.

WITH RARE EXCEPTION, ALL SUBMISSION REQUIREMENTS APPLY TO ALL PROGRAMS. If there is any question about the applicability of a particular submission item, contact the Technical Requirements contact person affiliated with the Division with which you are applying. In the case an item is determined **not** to be applicable, include a separate page in the appropriate place indicating this is the case and with whom you spoke. If a separate page is **not** included with this information and the item is **not** submitted with the proposal, it will be considered an omission. Points will be deducted during the proposal scoring process for all omissions, and depending upon which items are missing, the entire proposal may be removed from consideration. You can also use the Statement of Deviation and Exceptions form ((*see appendices*)).

MODIFICATION OF PROPOSAL

A Proposal is irrevocable until the Contract is awarded, unless the Proposal is withdrawn. Proposers may withdraw a Proposal in writing at any time up to the Proposal closing date and time.

To accomplish this, a written request must be signed by an authorized representative of the Proposer and submitted to the RFP Manager. If a previously submitted Proposal is withdrawn before the Proposal due date and time, the Proposer may submit another at any time up to the closing date and time.

INCURRING COSTS

Neither Milwaukee County nor its Authorized Representatives are responsible for expenses incurred by a Proposer to develop and submit its Proposal. The Proposer is entirely responsible for any costs incurred during the RFP process, including site visits for discussions or negotiations of the Contract.

RENEWAL/DATES OF PERFORMANCE

Successful Proposers will execute a Housing Assistance Payment (HAP) contract for a term of up to ten (15) years. Execution of such an agreement allows the owner to reserve up to 25% of a subject building’s total units for eligible program participants or, in the case of buildings in which elderly or disabled families receive supportive services, up to 100% of a subject building’s total units for eligible program participants. At the end of the initial term, all agreements are renewable, with the mutual agreement of both the property owner and the County in one-year increments.

The Housing Division intends to use the results of this Request for Proposal (RFP) to award as listed in the *Program Requirements/Descriptions* documents of this RFP. The DHHS reserves the right to award multiple contracts for this RFP.

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The Milwaukee County Department of Health and Human Services (DHHS) Housing Division should be recognized as the program funding source in all print materials (i.e. brochures, flyer, posters, etc.), newsletters and press releases that are distributed by the Contractor as advertisement/announcement of the program. However, the Milwaukee County logo cannot be used on any printed materials the Contractor distributes without the prior review and approval of DHHS.

Continued funding for DHHS programs is contingent upon the availability of funds, a satisfactory continuation funding submission (Partial Submission), acceptable program performance and outcome goals, fulfilling required match, if any, review of the program by the Housing division at the end of each contract period, and the Housing division administrator's discretion.

Obligations of the Housing Division shall cease immediately and without penalty or further payment being required, if in any fiscal year, county, state, or federal funding sources fail to appropriate or otherwise make available adequate funds for any contract resulting from this RFP.

MISCELLANEOUS

The Proposer agrees that the Contract and RFP shall be interpreted and enforced under the laws of the State of Wisconsin and will be under Jurisdictions of Milwaukee Courts.

RFP Document: Proposals submitted by an agency become the property of Milwaukee County at the point of submission. For agencies awarded a contract, the proposal material is placed in an agency master file that becomes part of the contract with DHHS. It will become public information, and will be subject to the open records law only after the procurement process is completed and a contract is fully executed. Prior to the conclusion of contract negotiations and the written Notification of Intent to Award a Contract, the proposal is considered a "draft" and is not subject to the open records law.

For agencies not awarded a contract, proposal material will be retained for a period of time as specified by County document retention policies.

PROPRIETARY INFORMATION:

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 State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the proposer's responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a 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 the Milwaukee County Department of Health and Human Services.

Any materials submitted by the proposer in response to this RFP that the Proposer considers confidential and proprietary information and which qualifies as a trade secret, as provided in s.

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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. (*see appendices*) Confidential information must be labeled as such. Costs (pricing) always becomes public information when Proposals are opened, 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.

3. PROPOSAL SELECTION AND AWARD PROCESS

3.1 PROPOSAL SCORING AND SELECTION PROCESS

All Proposals will first be reviewed by the RFP Manager to determine if 1) all “Mandatory Requirements” have been met; 2) the Proposals contain the required forms properly completed; and 3) submittal requirements are met. Failure to submit specified forms and follow submittal requirements may result in the Proposal being rejected. **Failure to meet “Mandatory Requirements” or any terms and conditions will result in the Proposal being rejected.** In the event that none of the Proposals meet one or more of the specified requirements, the County reserves the right to continue the evaluation of Proposals and to select the Proposals that most closely meet the requirements specified in this RFP.

Accepted Proposals will be reviewed by an Evaluation Committee (“Committee”) and scored against the stated criteria (Section 3.2). **A Proposer may not contact any member of the Committee except at the RFP Manager’s direction.** A Proposer’s unauthorized contact of a Committee member shall be grounds for immediate disqualification of the Proposer’s Proposal. The Committee may review references and use the results in scoring the Proposals. However, the County reserves the right to make a final selection based solely upon evaluation of the written Proposals should it find it to be in its best interest to do so.

The Contract awarded will be determined by evaluating Proposals against the criteria listed in Section 3.2, so that the Proposers offering the best service to the County will be selected to be awarded contracts.

The Evaluation Committee will be the sole determiner of the evaluation points to be assigned. The determination whether any proposal by a Proposer does or does not conform to the conditions and specifications of this RFP is the responsibility of the Evaluation Committee.

The Committee has the right to rely on any narrative, supporting materials or clarifications provided by the Proposer. **The Proposer is responsible for any Proposal inaccuracies, including errors in the Proposer’s cost/rate/price Proposal and any best and final offer (if applicable).** The County reserves the right to reject Proposals that contain errors or, at its sole discretion, waive disqualifying errors or gain clarification from a Proposer, in the event that it is in the best interest of the County to do so.

The County reserves the right to contact any or all Proposers to request additional information for purposes of clarification of RFP responses.

3.2 EVALUATION CRITERIA

Following the opening of the proposals, each proposal will be evaluated by a County evaluation and selection committee. Proposers will be evaluated on the following factors, with a maximum of 100 points, and ranked from highest to lowest. The County may determine that it is in its best interests to award more than one contract from this solicitation or none at all.

SECTION 3 – PROPOSAL SELECTION AND AWARD PROCESS

	Ranking Factor	Maximum Number of Points
1	<p>Previous Experience</p> <p>A maximum of 10 points may be awarded for Item a) and a maximum of 30 points may be awarded for Item b) as follows:</p> <ul style="list-style-type: none"> a) Management team with demonstrated rental housing experience b) Management team with demonstrated supportive housing experience for those who have been homeless 	40
2	<p>Overall Project Feasibility</p> <p>A Maximum of 15 points may be awarded for each of the following:</p> <ul style="list-style-type: none"> a) applications that demonstrate the firm commitment of all necessary project financing. b) applications with minimal administrative factors which could delay project completion and with no neighborhood, city, state or other regulatory conflicts. Examples of such delays include lack of site control, deficient staffing issues, legal conflicts involving the project, inadequate capital or a “clouded” deed. Examples of regulatory conflicts include zoning or building code conflicts. 	30
3	<p>Unit Amenities</p> <p>A maximum of 10 points may be awarded for the following:</p> <p>Maximum unit amenities such as washer/dryer hook-ups, ceiling fans, separate utilities or updated appliances, private unit entrances, designated green space, designated parking, recent rehabilitation/updating, and other comparable features.</p>	10
4	<p>Site Amenities</p> <p>A maximum of 10 points may be awarded for each of the following:</p> <ul style="list-style-type: none"> a) maximum site amenities such as on-site recreational facilities, on-site tenant services, on-site daycare, on-site management, on-site activities, on-site laundry facilities, on-site computer lab or on-site meeting space. b) proximity and/or access to other social services and close and regular access to public transportation. 	10
5	<p>Promotion of City, County, and Neighborhood Goals</p> <p>A maximum of 5 points may be awarded, divided between the following as applicable:</p> <ul style="list-style-type: none"> a) documentation that the preservation of the site meets the goals of the City of Milwaukee Consolidated Plan (if located within the City). c) documentation of support of the project plan from the local community council or neighborhood group in support of the project plan. 	5
6	<p>Proposer Interview (If necessary as determined by the County) – to be offered only to Proposer(s) whose applications are ranked with total scores of 75 or more points for all other scoring categories.</p>	5
Total		100

The Evaluation Committee’s scores will be tabulated, and the Proposals will be ranked based on the numerical scores received.

3.3 AWARDS AND FINAL OFFERS AND NEGOTIATED CONTRACT TERMS

The County may opt to clarify Proposals, and contact references for only the top scoring Proposers, should it be in the best interest of the County. Any award to a Proposer or Proposers is contingent upon their signing the County’s Contract.

The Housing Division reserves the right to negotiate the terms of the contract, including the award amount, evaluation processes, outcomes and performance benchmarks, and specific programmatic goals, with the selected proposer(s) prior to entering into a contract. If contract negotiations cannot be concluded successfully with the selected proposer, the agency may negotiate a contract with another proposer at the Housing division administrator’s discretion

3.4 RIGHT TO REJECT PROPOSALS

The County reserves the right to reject any and all Proposals. This RFP does not commit the County to award a contract, or contracts.

3.5 NOTICE OF INTENT TO AWARD

All Proposers who respond to this RFP will be notified in writing of the County’s intent to award a contract(s) as a result of this RFP. **A Notification of Intent to Award a contract does not constitute an actual award of a contract, nor does it confer any contractual rights or rights to enter into a contract with the County.**

Selected Proposer or Proposers should promptly inform County of any change in circumstance having material impact on proposal/contract execution before or during signing of contract, failure to do so may result in County not entering into a contract. In such case County may choose another Vendor(s) or Proposer(s) for the proposals received for this RFP.

After Notification of the Intent to Award is made, copies of all Proposals will be made available for public inspection. Any public inspection will be conducted under the supervision of County staff. Copies of proposals will be made available for public inspection for five working days from the date of issue of letter of “Notice of Intent to Award” between 8:30 a.m. to 4:00 p.m. at:

Milwaukee County Housing Division
600 W. Walnut St. Suite 100
Milwaukee, WI 53212
Tel (414) 278-5106

Proposers should schedule reviews with James Mathy, Division Administrator at (414) 278-5106 to ensure that space and time are available for the review.

SECTION 3 – PROPOSAL SELECTION AND AWARD PROCESS

3.6 PROTESTS AND APPEALS PROCESS

Only unsuccessful proposer(s) are allowed to file an appeal. Applicants can only protest or appeal a violation of the procedures outlined in these RFP instructions or in the selection process. Subjective interpretations by the reviewers and reviewers' judgements are not subject to protest or appeal. All appeals must be made in writing and must fully identify the procedural issue being contested. On demand by such appellant(s), DHHS may provide the summary score(s) of review and scoring panel, but in no case will the names of panel members be revealed.

A written appeal, fully documenting the basis for the appeal, must be made in writing. The appeal must be as specific as possible and should identify deviations from published criteria in the selection process or the procedures outlined in these RFP instructions that are alleged to have been violated.

The written appeal should be filed with Héctor Colón, Director, Department of Health and Human Services, 1220 W. Vliet St., Suite 301, Milwaukee, WI 53205, and received in his office no later than five (5) working days after the notice of intent to contract or non-funding is post-marked, or dated in notices provided via email. Late filing of the appeal will invalidate the protest.

The decision of the DHHS Director will be binding. A proposer may challenge the decision of the Director, per the process in Section 110 of the Milwaukee County Code of General Ordinances. Housing division may proceed to contract with the Proposer(s) selected even if an appeal is still pending if it is in the best interest of DHHS to do so.

SECTION 4– MANDATORY REQUIREMENTS

4. MANDATORY REQUEST FOR PROPOSAL REQUIREMENTS

These Requirements are for submitting a proposal to the County. The County reserves the right to add terms and conditions to the Contract as necessary.

This section contains Mandatory Requirements that the successful Proposer(s) are required to provide or agree to at NO extra charge. Proposers who cannot, or will not, meet all of these requirements will be disqualified on the grounds of noncompliance.

ACCEPTANCE-REJECTION

Milwaukee County reserves the right to accept or reject any or all Proposals, to waive any technicality in any Proposal submitted, as deemed to be in the best interests of Milwaukee County.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By signing and submitting a bid/proposal, the Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

The prices in this Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/Proposer or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Proposer or to any competitor; and

No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

DEVIATIONS AND EXCEPTIONS

Submission of a proposal by Proposer shall be deemed as certification of compliance with all terms and conditions outlined in the RFP unless clearly stated otherwise in the attached “Acknowledgment and Statement of Exceptions” (*see Appendices*).

Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the Proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/Proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/Proposers shall be held liable.

SECTION 4– MANDATORY REQUIREMENTS

DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP

Prior to award of any contract, a potential Contractor shall certify in writing to the procuring Agency that no relationship exists between the potential Contractor and the procuring or contracting Agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the potential Contractor and another person or organization that constitutes a conflict of interest with respect to a County contract. The Department of Health and Human Services may waive this provision, in writing, if those activities of the potential Contractor will not be adverse to the interests of the County.

HOLD HARMLESS

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 the 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 the Agreement.

PROPRIETARY INFORMATION

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

Data contained in a 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.

Any material submitted by the Proposer in response to this request that the Proposer considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wisconsin Statutes, or material which can be kept confidential under the Wisconsin public records law, must be identified on a "Designation of Confidential and Proprietary Information" notification itemized on Proposer's letterhead, signed, and attached to the Proposal. Bid/Proposal prices cannot be held confidential.

SECTION 4– MANDATORY REQUIREMENTS

SAFETY REQUIREMENTS

All materials, equipment, and supplies provided to Milwaukee County shall comply fully with all safety requirements as set forth by Milwaukee County, State of Wisconsin Administrative Code and all applicable OSHA Standards.

Other Proposal Assumptions And Requirements

All Proposers are expected to meet the following requirements to be considered a viable candidate.

1. Assume a no later than January 1, 2017 effective date.
2. Complete legal and regulatory compliance.
3. Ensure financial and organizational stability.
4. Provide draft copies of all contracts and agreements that will govern this arrangement.
5. Confirmation that the successful Proposer(s) shall hold harmless Milwaukee County with the assumption of liability, maintained by the Proposer for the negligence of the Proposer, its subcontractors and agents in performing their duties as related to the plan (form included in the Forms Section).
6. The successful Proposer(s) shall comply with insurance requirements as listed in Form item 8 in Forms (Section 6 below) and submit certification of same, with Milwaukee County Department of Health and Human Services named as the “Certificate Holder.”

OTHER CERTIFICATES AND COMPLIANCE:

In compliance with Milwaukee County Ordinance 56.17 regarding non-discrimination, equal employment opportunity and affirmative action program provisions and to meet other compliance requirement please fill out and sign all other certificates and forms included in the Section 6 “Forms”

5. PROGRAM OR PROPOSAL REQUIREMENTS:

1. The proposed plan must provide affordable housing in neighborhoods that results in significant positive community impact.
2. All project locations must be within Milwaukee County, and all must meet HUD’s goals for the deconcentration of poverty (see 24 CFR 983.57 described in Attachment 1 for site selection standards). Should the subject property not be located in one of the selected jurisdictions, the Proposer must demonstrate the positive impact that the site will contribute to the jurisdiction.
3. All units must meet or exceed HUD’s established Housing Quality Standards (hereinafter referred to as the HQS) prior to occupancy.
4. All project locations must meet HUD’s site and neighborhood standards as described in 24 CFR 983.57 and the County’s Administrative Plan.
5. Successful applicants must execute a Housing Assistance Payment (HAP) contract with the County for a term up to ten (15) years. Execution of such an agreement allows the owner to reserve up to 25% of a subject building’s total units for eligible program participants or, in the case of buildings in which elderly or disabled families receive supportive services, up to 100% of a subject building’s total units for eligible program participants. At the end of the initial term, all agreements are renewable, with the mutual agreement of both the property owner and the County in one-year increments.
6. The gross rent (rent plus utility allowance) for all subsidized units will be established as the lesser of:
 - a. An amount not to exceed the reasonable rent as determined by the County in accordance with 24 CFR part 983.301.
 - b. Up to 110% of Fair Market Rent (FMR). FMR is the standard rent for comparable private market units in the subject area; or
 - c. A HUD-approved Exception Rent Limit, as determined by the County in accordance with 24 CFR part 982.503.
7. The County must inspect all sites, including a sample of units, and review complete drawings and blueprints in the case of rehab or new construction, prior to any construction activities or any award of assistance.
8. The County must review and approve each owner’s proposal for financing the project.
9. The proposed housing must be available for occupancy within 12 months following the execution of an Agreement between the Owner and the County, at which time the County

SECTION 5– PROGRAM REQUIREMENTS

agrees to enter into a Housing Assistance Payments (HAP) contract with the Owner (Subpart E, 983.201, et seq.).

10. This RFP is subject to all of the applicable HUD regulations for the Project-Based Voucher program specified in 24 CFR Part 983 (see Attachment 1 of this document).

II. Other Important Program Requirements

1. Applicants must ensure that proposals meet other key HUD regulations and County guidelines, as highlighted below.
 - a. The Project-Based voucher program requires compliance with all equal opportunity requirements under federal law and regulation, including the authorities cited at 24 CFR 5.105 (a).
 - b. Applications must classify properties in one of three categories, according to the property’s present condition and the proposed improvement plans:
 - i. “Existing” properties that substantially comply with the County’s HQS standards at the time of notice of PHA selection (HQS standards, 982.401, Attachment 2).
 - ii. “Rehab” properties that require \$1,000 or more in improvements per subsidized unit in order to make the unit HQS compliant or to complete other major building systems or configuration changes. The prorated amount for common area improvements must be counted as part of the total cost.
 - iii. “New Construction” properties are those proposed for construction. No construction activities may occur prior to County approval of all construction and project specifications.
 - c. All relocation costs are the sole responsibility of the Proposer. No tenant, regardless of subsidy status, may incur any non-reimbursable cost or increase in living expenses because of the proposed rehabilitation.
 - d. The Site-Based Assistance subsidy will be permanently attached to each assisted unit. The subsidy will become attached to a particular unit after the first subsidized occupant moves in. Thereafter, only qualified program participants may occupy those specific units.
 - e. Inasmuch as the County’s goal, as stated in this RFP, is to serve the housing needs of disabled persons who are homeless or at risk of homelessness, the County shall select tenants for occupancy from a list created in accordance with CFR 983.251 (d) (1)

SECTION 5– PROGRAM REQUIREMENTS

- through (3).
- f. All applications will be ranked according to specific criteria, based on the County’s criteria. The successful Proposer(s) may enter into a contract with the County for a predetermined amount of units. The ranking criteria are listed on page 9 of this RFP.
 - g. All assisted units will be inspected by the County on an annual basis to verify continued compliance with HUD’s Housing Quality Standards.
 - h. The County will not award Site-Based Assistance for shared housing, cooperative housing, transitional housing, manufactured home space rental, or the homeownership option. Additionally, the County will not award Site-Based Assistance for properties that are already subsidized under the following programs: Public Housing, any form of Section 8, any local or state rent subsidy, Section 236, Section 521, Section 202, Section 202 Loan, Section 811 or Section 101 Rent Supplement.
 - i. All building sites and neighborhood locations proposed for new construction must receive HUD approval prior to the award of subsidy. The sites and neighborhoods will be assessed for the fulfillment of specific HUD criteria, as referenced in 24 CFR 983 and the County Agency Plan.
 - j. All awards of subsidy are conditional upon the successful completion of an environmental review by the respective local government for each building site and neighborhood location in accordance with 24 CFR part 58.

PROPOSAL CONTENT MUST ADDRESS:

The minimum required information is listed below.

1. Owner’s Statement of Preservation/Community Impact – a statement explaining the anticipated impact that the proposed housing will have on the neighborhood and census tract where it is located.
2. A complete description of the applicant or applicant group, including:
 - a. A position listing of all parties who are part of the applicant group
 - b. Personal resumes for all participating parties
 - c. A listing of all housing developments with which members of the applicant group have participated within the last five years.
 - d. “No conflict of interest” statement/certification.
3. A written description of the housing to be subsidized through this application, including:
 - a. A written description of the project site and neighborhood including the address(es), for proposed existing or rehabilitated properties
 - b. A written description of the proposed site, the site plan and neighborhood for proposed new construction
 - c. A written description of the units prior to and after all construction activities
 - d. A list of units categorized by size (square footage)
 - e. Unit bedroom count for all units
 - f. Unit bathroom count for all units
 - g. Sketches of any proposed new construction or renovation
 - h. Complete construction specifications for all proposed new construction or rehabilitation
 - i. A written description of all construction or rehabilitation activities, including exterior site improvements
 - j. Listing of amenities, facilities and services near the site
 - k. Estimated date of rehab or construction completion
 - l. Estimated date of tenant occupancy
 - m. Accessibility – energy efficiency
4. Evidence of Site Control – a deed or other legal document that establishes that the applicant has sufficient ownership rights to the site and all property thereon.
5. Complete Financing Plan – a written description of how the applicant intends to finance all facets of the proposed project, along with supporting documentation that demonstrates that all necessary financing has been secured or will be secured within 60 days of an award of subsidy.

SECTION 5– PROGRAM REQUIREMENTS

6. Evidence of Zoning Compliance – Written documentation that all proposed rehab or new construction meets zoning requirements is required. Or, if rezoning or a variance is necessary, the application must include written documentation from the controlling municipality that the action is likely to be approved within 30 days of an award of subsidy.
7. List of current rents and proposed contract rents for all units. The list should detail all services and utilities that are included in each rent. If the current and proposed rent amounts differ, a written statement explaining the disparity should be included.
8. Utility Analyses for All Units. Each analysis should show a list of owner paid utilities, a list of tenant paid utilities, the documented usage history for all utilities and the proposed utility allocation for each unit.
9. Required Owner’s Certifications
 - a. Present occupancy of existing units to be subsidized, including resident names, unit numbers and bedroom sizes.
 - b. Proposed management and maintenance plan. This plan should describe all aspects of the site management plan, including the current and proposed Resident Selection Policies. The plan should also describe the preventive, routine and emergency maintenance procedures for the entire site.
 - c. Complete financial plan and a written certification that all necessary financing will be obtained within 60 days following selection.

FORMS

SECTION 6- FORMS

2017 PURCHASE OF SERVICE PROPOSAL CONTENTS SHEET

This proposal contents sheet must be attached immediately after the proposal summary sheet (item #1)

Technical Requirements	Item Description	Proposal	
		Check each Item Included	Page # of Proposal
Item #			

INTRODUCTION

1	Cover Letter		
2	Proposal Summary Sheet		

Part 1 – AGENCY PROPOSAL/FORMS

3	Authorization To File		
4	Agency Description and Assurances		
5	Board Of Directors, Owners, Stockholders Demographic Summary		
6	Agency Owners/Stockholders/Officers		
7	Agency Organizational Chart		
9	Related Organization/Related Party Disclosure		
10	Employee Hours-Related Organization Disclosure		
11	Conflict Of Interest & Prohibited Practices Certification		
12	Equal Employment Opportunity Certificate		
13	Equal Opportunity Policy		
14	Audit Fraud Hotline		
15	Certification Statement Regarding Debarment And Suspension		
16	Additional Disclosures		
**	Disadvantaged Business Development Goals		
DCPI	Designation of Confidential and Proprietary Information		
SDE	Statement of Deviations and Exceptions		

Note: DCPI and SDE forms are mandatory

In addition to the above forms, a Program Proposal must also be submitted. See the separately published *Program Requirements/Descriptions* document for the Division you are applying to for procedures and forms needed to write your Program Proposal.

Agency attests that all items and documents checked above are complete and included in the proposal packet.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Agency: _____

SECTION 6– FORMS

Submissions from all agencies must be received by the DHHS **as specified on the Information Summary Sheet**. DHHS may allow proposers to modify, correct or remove any deviations and exceptions after the proposal due date if deemed to be in the best interest of DHHS, or may reject and proposed deviations exception, or objections and deem the proposal to be nonresponsive.

SAMPLE COVER LETTER

ITEM # 1

(ON PROPOSER LETTERHEAD)

DATE:

James Mathy, Housing Administrator
Milwaukee County Housing Division
600 W Walnut St. #100
Milwaukee, WI 53212

Dear Mr. Mathy:

I am familiar with the *"Year 2017 Purchase of Service Guidelines: Program and Technical Requirements"* set forth by the Milwaukee County DHHS Housing Division and am submitting the attached proposal which, to the best of my knowledge, is a true and complete representation of the requested materials.

Sincerely,

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Agency: _____

SECTION 6- FORMS

YEAR 2017 PROPOSAL SUMMARY SHEET

ITEM #2

Agency _____ Agency Director _____

Name of parent company and/or affiliated enterprises if agency is a subsidiary and/or affiliate of another business entity _____

Address _____
(Street) (City) (State) (Zip)

Contact Person _____

Telephone # _____ Email _____

Agency Fiscal Period _____ Federal ID Number _____
(Mo/Day/Year to Mo/Day/Year)

Please complete the following information for each 2017 program proposed in your proposal. Program name, and if applicable, a program number must be assigned to each program. This proposal must include programs from only one division. In order to apply for programs from more than one division, a separate, complete proposal must be submitted for each division.

Division: Housing

A. Program Name: **Housing Choice Voucher/Project-Based Rental Assistance**
Continuation ____ New _____

Site(s):
(1) _____ (3) _____
(2) _____ (4) _____

THIS SHEET MUST BE ATTACHED TO THE TOP OF THE PROPOSAL PACKAGE.
PLEASE DUPLICATE AS NEEDED. PLEASE USE A SEPARATE SHEET FOR EACH DHHS DIVISION FOR WHICH YOU ARE SUBMITTING PROPOSALS, AS WELL AS A SEPARATE SHEET FOR EACH PROGRAM WITHIN EACH DIVISION FOR WHICH YOU ARE APPLYING

YEAR 2017 AUTHORIZATION TO FILE RESOLUTION
(Applicable for Non-Profit and For-Profit Corporations Only)

ITEM #3

PLEASE NOTE: Proposals cannot be recommended for funding to the Milwaukee County Board until the Authorization to File is completed and received by DHHS Contract Administration.

This is to certify that at the _____ (Date) meeting of the Board of Directors of _____ (Agency Name), the following resolution was introduced by _____ (Board Member's Name), and seconded by _____ (Board Member's Name), and unanimously approved by the Board:

BE IT RESOLVED, that the Board of Directors of _____ (Agency Name) hereby authorizes the filing of a proposal for the Year 2017 Milwaukee County DHHS Housing Division funding.

In connection therewith,

_____ (Name and Title) and _____ (Optional

Name(s) and Title) is (are) authorized to negotiate with DHHS staff.

In accordance with the Bylaws (Article _____, Section _____) of _____

(Agency Name), _____ (Name and Title)

and _____ (Optional Name(s) and Title) is (are) authorized to sign the Year 2017 Purchase of Service Contract(s).

Name: _____ (Signature of the Secretary of the Board of Directors)

Date: _____

Printed Name: _____

Please check all the statements below that describe your business entity:

- | | | |
|--------------------------------------|--|---|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership/Joint Venture | <input type="checkbox"/> Service Corporation (SC) |
| <input type="checkbox"/> For-Profit | <input type="checkbox"/> Limited Liability Company (LLC) | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Non-Profit | <input type="checkbox"/> Single Member LLC | <input type="checkbox"/> Individual Credentialed Provider |

The agency has on file and agrees to make the following documents available for review upon request by DHHS.

_____ Articles of Incorporation (*applicable for Corporations only*)

_____ Operating Agreement (*applicable for LLC only*)

_____ Bylaws (*applicable for Corporations only*)

_____ Personnel Policies

_____ A client grievance procedure informing clients covered under DHS 94 of their rights and identifying the process clients may use to enforce those rights. The procedure is in compliance with Wisconsin Statute §51.61 and Wisconsin Administrative Code DHS 94.

_____ Audit Hotline Policy (see item 18)

_____ Accounting Policies and Procedure Manual in compliance with General Accepted Accounting Principles (GAAP) and the Wisconsin Department of Health and Family Services (DHFS) allowable cost policies.

_____ Agency billing procedure, in compliance with DHS 1, regulating billing and collection activities for care and services provided by the agency and purchased by Milwaukee County.

_____ A 'whistleblower' policy and procedure that enables individuals to come forward with credible information on illegal practices or violations of organizational policies. This policy must specify that the organization will not retaliate against individuals who make such reports.

_____ A conflict of interest policy and procedure to ensure all conflicts of interest, or appearance thereof, within the agency and the Board of Directors (if applicable) are avoided or appropriately managed through disclosure, recusal, or other means. At a minimum, the policy should require full written disclosure of all potential conflicts of interest within the organization.

_____ A code of ethics policy, which outlines the practices and behaviors expected from trustees, staff, and volunteers. The code of ethics policy shall be adopted by the board and shall be disseminated to all affected groups as part of orientation and updated annually.

_____ An emergency policy, which outlines the policies and procedures to be prepared for an emergency such as a tornado, blizzard, electrical blackout, pandemic influenza, or other natural or man-made disaster. Provider shall develop a written plan, to be retained in the Provider's office, that addresses:

1. The steps Provider has taken or will be taking to prepare for an emergency;

SECTION 6– FORMS

2. Which, if any, of Provider’s services will remain operational during an emergency;
3. The role of staff members during an emergency;
4. Provider’s order of succession and emergency communications plan; and
5. How Provider will assist Participants/Service Recipients to individually prepare for an emergency.

Providers who offer case management or residential care for individuals with substantial cognitive, medical, or physical needs are actively encouraged to develop an individualized emergency preparedness plan and shall assure at-risk Participants/Service Recipients have been offered any assistance they might require to complete the plan.

_____ Occupancy Permit and/or other permits required by local municipalities, as applicable, for services being provided.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Agency: _____

YEAR 2017 BOARD OF DIRECTORS/AGENCY OWNERS/STOCKHOLDERS

DEMOGRAPHIC SUMMARY

ITEM # 5

Board members and staff must be able to serve a culturally diverse population in a manner that reflects culturally competent decision making and service delivery.

Cultural Diversity – *The presence of individuals and groups from different cultures. Cultural diversity in the workplace refers to the degree to which an organization, agency or other group is comprised of people from a variety of differing backgrounds related to behaviors, attitudes, practices, beliefs, values, and racial and ethnic identity.*

Ethnicity	Female	Male	
Disabled			
Asian or Pacific Islander			
Black			
Hispanic			
American Indian or Alaskan Native			
White			
Totals			

A "disabled individual" is defined pursuant to section 504 of the Rehabilitation Act of 1973 as any person who:

1. Has a physical or mental impairment that substantially limits one or more major life activities (e.g. caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working);
2. Has a record of such impairment, or;
3. Is regarded as having such impairment.

Ethnicity is defined as:

1. Asian or Pacific Islander: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
2. Black: All persons having origins in any of the Black racial groups of Africa.
3. Hispanic: All persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish culture or origin, regardless of race. (Excludes Portugal, Spain, or other European countries).
4. American Indian or Alaskan Native: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
5. White: All persons who are not Asian or Pacific Islander, Black, Hispanic, American Indian or Alaskan Native.

SECTION 6- FORMS

YEAR 2017 AGENCY OWNERS/STOCKHOLDERS/OFFICERS

ITEM #6

(Applicable to all organizations)

Please list each agency owner, stockholder, officer, LLC manager, Partner, and/or LLC member, and indicate the office title and total compensation. For Non-profits this will include names of officers appointed by the Board (such as COO or CEO). In addition, for For-profit organizations also provide the percentage of ownership interest, amount of prior year's distributions or dividends from the agency during the prior year. Please note that only those stockholders holding twenty percent or greater interest must be listed. Volunteer board members with no ownership stake or compensation also need to be listed here. *This Item applies to both For-profit and Non-profit agencies.*

Name	Status	Office/ Title	Term (for Board member only)	Independent* (For non-profit Corporations only)	% Ownership (For profit Corporations only)	Amount of Distributions/ Dividends (\$)	Total Compensation (\$)**	Resume Attached*** (For all Board Members Only)
	<input type="checkbox"/> Stockholder/Owner/LLC Member/ Partner (for profit only) <input type="checkbox"/> Officer/LLC Manager (for profit only) <input type="checkbox"/> Officer (nonprofit only) <input type="checkbox"/> Board Member (Corporations only)							
	<input type="checkbox"/> Stockholder/Owner/LLC Member/ Partner (for profit only) <input type="checkbox"/> Officer/LLC Manager (for profit only) <input type="checkbox"/> Officer (non profit only) <input type="checkbox"/> Board Member (Corporations only)							
	<input type="checkbox"/> Stockholder/Owner/LLC Member/ Partner (for profit only) <input type="checkbox"/> Officer/LLC Manager (for profit only) <input type="checkbox"/> Officer (non profit only) <input type="checkbox"/> Board Member (Corporations only)							
	<input type="checkbox"/> Stockholder/Owner/LLC Member/ Partner (for profit only) <input type="checkbox"/> Officer/LLC Manager (for profit only) <input type="checkbox"/> Officer (non profit only) <input type="checkbox"/> Board Member (Corporations only)							
	<input type="checkbox"/> Stockholder/Owner/LLC Member/ Partner (for profit only) <input type="checkbox"/> Officer/LLC Manager (for profit only) <input type="checkbox"/> Officer (non profit only) <input type="checkbox"/> Board Member (Corporations only)							
	<input type="checkbox"/> Stockholder/Owner/LLC Member/ Partner (for profit only) <input type="checkbox"/> Officer/LLC Manager (for profit only) <input type="checkbox"/> Officer (non profit only) <input type="checkbox"/> Board Member (Corporations only)							

SECTION 6- FORMS

	<input type="checkbox"/> Stockholder/Owner/LLC Member/ Partner (for profit only) <input type="checkbox"/> Officer/LLC Manager (for profit only) <input type="checkbox"/> Officer (non profit only) <input type="checkbox"/> Board Member (Corporations only)						
	<input type="checkbox"/> Stockholder/Owner/LLC Member/ Partner (for profit only) <input type="checkbox"/> Officer/LLC Manager (for profit only) <input type="checkbox"/> Officer (non profit only) <input type="checkbox"/> Board Member (Corporations only)						
	<input type="checkbox"/> Stockholder/Owner/LLC Member/ Partner (for profit only) <input type="checkbox"/> Officer/LLC Manager (for profit only) <input type="checkbox"/> Officer (non profit only) <input type="checkbox"/> Board Member (Corporations only)						

* "Independent" board members include individuals (1) who are not compensated by the organization as an employee or independent contractor; (2) whose compensation is not determined by individuals who are compensated by the organization; (3) who do not receive, directly or indirectly, material financial benefits from the organization except as a member of the charitable class served by the organization; and (4) who are not related to (as a spouse, sibling, parent or child), or do not reside with, any individual described above.

**Total Compensation should reflect amount reported on IRS Form W-2 and 1099.

*** **The resume should include the board member's name, education and experience but should** exclude identifying information such as social security numbers, addresses, D.O.B and marital status.

Are positions of Agency Head (e.g. President, Chief Executive Officer, Executive Director, etc.), Board Chair, and Treasurer held by separate individuals?

- Yes
- No

If agency is a **non-profit** corporation with fewer than five board members, explain the rationale for the number of board members, and indicate what, if any, compensatory controls are in place to mitigate self-dealing and other potential abuses by the Board.

Board Committees/ Advisory Committees

Committee Name	Committee Purpose

SECTION 6- FORMS

The Board of Directors' 2017 meetings for the agency will be held on the following dates:

January	May	September
February	June	October
March	July	November
April	August	December

Contractor agrees to retain Board of Directors' meeting minutes for a period of at least four (4) years following contract termination and agrees to provide Milwaukee DHHS access to the meeting minutes upon request.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Agency: _____

Submit an organizational chart of the agency detailing each major department or program.

INSURANCE**No Certification Required with Proposal**

ITEM # 8

Contractor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees, board, or volunteers. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, Commercial General Liability and/or Business Owner's Liability (**which includes board, staff, and volunteers**), Automobile Liability (if the Agency owns or leases any vehicles) and Professional Liability (where applicable) in the minimum amounts listed below.

Automobile insurance that meets the Minimum Limits as described in the Agreement is required for all agency vehicles (owned, non-owned, and/or hired). **If any employees or other service providers of the Contractor will use their personal vehicles for any purpose related to the provision of services under this proposal, those employees or other service providers shall have Automobile Liability Insurance providing the same liability limits as required of the Contractor through any combination of employee Automobile Liability and employer Automobile or General Liability Insurance which in the aggregate provides liability coverage, while employee is acting as agent of employer, on the employee's vehicle in the same amount as required of the Contractor.**

If the services provided under the contract **constitute professional services, Contractor shall maintain Professional Liability coverage as listed below.** Treatment providers including psychiatrists, psychologists, social workers) who provide treatment off premises must obtain General Liability coverage (on premises liability and off-premise liability), to which Milwaukee County is added as an additional insured, unless not otherwise obtainable.

It being further understood that failure to comply with insurance requirements might result in suspension or termination of the Agreement.

TYPE OF COVERAGE**MINIMUM LIMITS**

Wisconsin Workers' Compensation
or Proof of all States Coverage

Statutory

Employer's Liability

\$100,000/\$500,000/\$100,000

**Commercial General and/or
Business Owner's Liability**

Bodily Injury & Property Damage
(Incl. Personal Injury, Fire, Legal
Contractual & Products/Completed
Operations)

\$1,000,000 - Per Occurrence

\$1,000,000 - General Aggregate

Automobile Liability

Bodily Injury & Property Damage
All Autos - Owned, Non-Owned and/or Hired
Uninsured Motorists
And/or,

\$1,000,000 Per Accident

Per Wisconsin Requirements

SECTION 6- FORMS

Umbrella/Excess Liability	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
Uninsured Motorists	Per Wisconsin Requirements
<u>Professional Liability</u>	
To include Certified/Licensed Mental Health and AODA Clinics and Providers and Hospital, Licensed Physician or any other qualified healthcare provider under Sect 655 Statute	\$1,000,000 Per Occurrence \$3,000,000 Annual Aggregate As required by State Statute Wisconsin Patient Compensation Fund
Any non-qualified Provider under Sec 655 Wisconsin Patient Compensation Fund Statute State of Wisconsin (indicate if Claims Made or Occurrence)	\$1,000,000 Per Occurrence/Claim \$3,000,000 Annual Aggregate
Other Licensed Professionals	\$1,000,000 Per Occurrence \$1,000,000 Annual aggregate or Statutory limits whichever is higher

Should the statutory minimum limits change, it is agreed the minimum limits stated herein shall automatically change as well.

Milwaukee County, as its interests may appear, shall be named as, and receive copies of, an “additional insured” endorsement, for general liability, automobile insurance, and umbrella/excess insurance. Milwaukee County must be afforded a thirty day (30) written notice of cancellation, or a non-renewal disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable.

Exceptions of compliance with “additional insured” endorsement are:

1. Transport companies insured through the State “Assigned Risk Business” (ARB).
2. Professional Liability where additional insured is not allowed.

Workers Compensation coverage is required for all Contractors, regardless of organizational structure or size (includes one-employee providers as well as Contractors composed solely of independent contractors). **A Waiver of Subrogation for Workers’ Compensation by endorsement in favor of Milwaukee County is also required. A copy of the endorsement shall be provided to DHHS.**

Contractor shall furnish Purchaser annually on or before the date of renewal, evidence of a Certificate indicating the above coverages (with the Milwaukee County Contract Administrator named as the “Certificate Holder”) shall be submitted for review and approval by Purchaser throughout the duration of this Agreement. If said Certificate of Insurance is issued by the insurance agent, it is Provider’s responsibility to ensure that a copy is sent to the insurance company to ensure that the County is notified in the event of a lapse or cancellation of coverage.

CERTIFICATE HOLDER
Milwaukee County Department of Health and Human Services
Contract Administrator

SECTION 6– FORMS

1220 W. Vliet Street Suite 304
Milwaukee, WI 53205

If Contractor's insurance is underwritten on a Claims-Made basis, the Retroactive date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that *professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage* is Claims-Made and indicate the Retroactive Date, Provider shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement.

It is also agreed that on Claims-Made policies, either Contractor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by Provider.

Binders are acceptable preliminarily during the provider application process to evidence compliance with the insurance requirements. All coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to Purchaser, if requested, to obtain approval of insurance requirements.

Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the Milwaukee County Risk Manager for approval prior to the commencement of activities under this Agreement:

Milwaukee County Risk Manager
Milwaukee County Courthouse – Room 302
901 North Ninth Street
Milwaukee, WI 53233

A Certificate of Insurance showing the above coverages should be included with the final submittal documents. Coverage dates should fall within the first quarter of 2017 at a minimum. Contractor is responsible for making sure current proof of insurance is filed with County at all times.

Milwaukee County Employee

Submit a list of any Milwaukee County employee, or former County employee to whom your agency paid a wage, salary, or independent contractor fee during the preceding three-year period. Include payments made during 2014, 2015, and 2016 to any person who was at the time of payment, also employed by Milwaukee County.

Employee	2014 Wages	2015 Wages	2016 Wages

No employment relationship with current or former Milwaukee County employees (within 3 years) exists.

Related Party Relationships

The agency rents from or contracts with a person who has ownership or employment interest in the agency; serves on the Board of Directors; or is a member of the immediate family of an owner, officer, employee, or board member? Yes No

If such a relationship exists, submit a copy of lease agreements, certified appraisals, and contract agreements, etc.

Submit a full disclosure of the relationship, including the extent of interest and amount of estimated income anticipated from each source, for each individual if any board member, stockholder, owner, officer, or member of the immediate family of any board member, stockholder, owner or officer, holds interest in firms or serves on the board from which materials or services are purchased by the agency, its subsidiaries, or affiliates. "Immediate family" means an individual's spouse or an individual's relative by marriage, lineal descent, or adoption who receives, directly or indirectly, more than one-half of his/her support directly from the individual or from whom the individual receives, directly or indirectly, more than one-half of his/her support.

Name	Relationship	% or Estimated Income

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Agency: _____

SECTION 6- FORMS

FORM 2C - YEAR 2017 EMPLOYEE HOURS - RELATED ORGANIZATION DISCLOSURE
ITEM # 10

For each employee of your agency who works for more than one related organization which may or may not be under contract to Milwaukee County, the total number of weekly hours scheduled for each affiliated corporate or business enterprise must be accounted for by program/activity.

“Related Organization” is defined as an organization with a board, management, and/or ownership which is (are) shared with the Proposer organization.

Employee Name	Related Organization/ Employer	Program/Activity	Total Weekly Hours

Please check the statement below, sign and date the form if the above condition does not exist.

_____ No employee of the agency works for more than one related organization that may or may not be under contract to Milwaukee County.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Agency: _____

Interest in Contract

No officer, employee or agent of the County who exercises any functions or responsibilities with carrying out any services or requirements to which this contract pertains has any personal interest, direct or indirect, in this contract.

Interest of Other Public Officials

No member of the governing body of a locality, County or State and no other public official of such locality, County or State who exercises any functions or responsibilities in the review or approval of the carrying out of this contract has any personal interest, direct or indirect, in this contract.

Contractor covenants s/he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this contract. Any conflict of interest on the part of the Contractor will be disclosed to the County. In the event Contractor has a conflict of interest that does not permit Contractor to perform the services under the contract with respect to any client or recipient, Contractor will notify the County and will provide the County with all records and reports relating to same.

Prohibited Practices

Contractor attests that it is familiar with Milwaukee County’s Code of Ethics, Chapter 9 of Milwaukee County Code of General Ordinances, which states in part, “No person may offer to give any County officer or employee or his immediate family, or no County officer or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officer’s or employee’s vote, official action, or judgment would be influenced thereby.”

Said chapter further states, “No person(s) with a personal financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any candidate for an elected County office that has final authority during its consideration. Contract considerations shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached its final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval.”

Where Agency intends to meet its obligations under this or any part of this RFP through a subcontract with another entity, Agency shall first obtain the written permission of County; and further, Agency shall ensure it requires of its subcontractors the same obligations incurred by Agency under this RFP.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Agency: _____

SECTION 6- FORMS

YEAR 2017 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS *ITEM # 12*

In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, SELLER or SUCCESSFUL BIDDER or CONTRACTOR or LESSEE or (Other-specify),(Hence forth referred to as VENDOR) certifies to Milwaukee County as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

Non-Discrimination

VENDOR certifies that it will 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 includes but is not 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.

VENDOR will post in conspicuous places, available to its employees, notices to be provided by the County setting forth the provision of the non-discriminatory clause.

A violation of this provision 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.

Affirmative Action Program

VENDOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, 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 vendor's work force, where these groups may have been previously under-utilized and under-represented.

VENDOR also agrees that in the event of any dispute as to compliance with the afore stated requirements, it shall be his responsibility to show that he has met all such requirements.

Non-Segregated Facilities

VENDOR 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

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

Reporting Requirement

Where applicable, VENDOR certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.

Affirmative Action Plan

VENDOR certifies that, if it has 50 or more employees, 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 Division of Audit, 2711 West Wells Street 9th Floor, Milwaukee, WI 53208 [Telephone No.: (414) 278-4292].

VENDOR 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 any of the following: The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Division of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4292].

If a current plan has been filed, indicate where filed _____ and the years covered _____.

VENDOR will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

Employees

VENDOR certifies that it has _____ (No. of Employees) _____ employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and (No. of Employees) _____ employees in total.

Compliance

VENDOR certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other notification of noncompliance with EEO regulations.

Executed this _____ day of _____, 20____ by: Firm Name _____

By _____ Address _____
(Signature)

Title _____ City/State/Zip _____

_____ is in compliance with the equal opportunity policy and standards of all applicable Federal and State rules and regulations regarding nondiscrimination in employment and service delivery.

EMPLOYMENT - AFFIRMATIVE ACTION & CIVIL RIGHTS

It is the official policy of _____ that no otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner on the basis of race, religion, 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, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, military/veteran status or military participation. We pledge that we shall comply with Affirmative Action and Civil Rights standards to ensure that applicants are employed and that employees are treated during their employment without regard to the above named characteristics. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

_____ has a written Affirmative Action Plan which includes a process by which discrimination complaints may be heard and resolved.

SERVICE DELIVERY - CIVIL RIGHTS

It is the official policy of _____ that no otherwise qualified applicant for services or service recipient shall be excluded from participation, be denied benefits or otherwise be subjected to discrimination in any manner on the basis of age, race, religion, color, sex, national origin or ancestry, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, military/veteran status or military participation. We pledge that we shall comply with civil rights laws to ensure equal opportunity for access to service delivery and treatment without regard to the above named characteristics. _____

_____ has a written Civil Rights Action Plan which includes a process by which discrimination complaints may be heard and resolved.

All officials and employees of _____ are informed of this statement of policy. Decisions regarding employment and service delivery shall be made to further the principles of affirmative action and civil rights.

To ensure compliance with all applicable Federal and State rules and regulations regarding Equal Opportunity and nondiscrimination in employment and service delivery, _____ has been designated as our Equal Opportunity Coordinator. Any perceived discrimination issues regarding employment or service delivery shall be discussed with Ms. /Mr. _____. Ms. /Mr. _____ may be reached during week days at _____. A copy of the Affirmative Action Plan and/or the Civil Rights Action Plan including the process by which discrimination complaints may be heard and resolved is available upon request.

(Director or Chief Officer)

(Title)

(Date)

This Policy Statement shall be posted in a conspicuous location.

Milwaukee County has set up the Audit Services Division Hotline to be the primary conduit for concerned employees, citizens, and contractors to communicate allegations of fraud, waste and abuse involving County government. Milwaukee County's resolution states, in part,

"all department heads and administrators of Milwaukee County are hereby directed to provide information regarding Milwaukee County Audit Services Division Fraud Hotline to all professional service and construction contractors when they commence work for Milwaukee County and, further, that instructions and bulletins shall be provided to said contractors that they post this information in a location where their employees will have access to it and provide said information to any and all subcontractors that they may retain; and

...Milwaukee County funded construction and work sites shall also have posted the bulletin that the Audit Services Division has developed which provides the Fraud Hotline number and other information and the Department of Public Works shall inform contractors of this requirement"

A Hotline bulletin is attached (See flyer under Appendices). Please distribute the revised bulletin to contractors as contracts are let or renewed and also post it prominently at all County employee work locations associated with your organization.

This certifies that the copies of Audit Hotline poster will be posted at prominent locations within our organization upon effective date of awarded contract.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Agency: _____

CERTIFICATION STATEMENT
DEBARMENT AND SUSPENSION

The Proposer certifies to the best of its knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or 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: _____

Agency: _____

SECTION 6- FORMS

ADDITIONAL DISCLOSURES/CERTIFICATIONS

ITEM # 16

1. 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?
 Yes No If yes, on a separate page please provide a detailed explanation.

2. 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?
 Yes No If yes, on a separate page, please provide a detailed explanation outlining the following:
 - Date of citation or violation
 - Description of violation
 - Parties involved
 - Current status of citation

3. Within the past 5 years has your organization had any reported findings on an annual independent audit?
 Yes No If yes, on a separate page please provide a detailed explanation.

4. 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?
 Yes No If yes, on a separate page 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.

5. 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?
 Yes No If yes, on a separate page, please provide a detailed explanation.

SECTION 6- FORMS

6. 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.

7. 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.

8. 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.

9. Compliance with Background Checks

Contractor agrees to comply with requirements to submit Caregiver Background Checks to DHHS Contract Administration prior to any new employees/contractors beginning service. Contractor has read and understands the CBC policy available at: <http://county.milwaukee.gov/ContractMgt15483.htm>

10. Program Evaluations

Contractor agrees to provide Program Evaluation reports if and as required by the division.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Agency: _____

Disadvantaged Business Development Goals

Milwaukee County has established overall participation goals on the purchase of goods and services, and construction services utilized in County procurements with Disadvantaged Business Enterprise (DBE) certified firms, in accordance with Chapter 42 of the Milwaukee County Code of General Ordinances.

While these funding opportunities do not have a specific participation goal, all respondents to this solicitation are hereby directed to use active and aggressive efforts to assist Milwaukee County in meeting or exceeding its overall annual **goal of 17% participation of DBE firms on County service procurements and contracts**, not related to construction. The directory of certified firms, and further assistance with this initiative, can be obtained by contacting the Community Business Development Partners Department of Milwaukee County (CBDP) at (414) 278-4851, or cbdpcpliance@milwaukeecountywi.gov.

The directory of DBE firms currently certified in the State of Wisconsin can be found at: <http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

APPENDICES & ATTACHMENTS

SECTION 7– Appendices & Attachments

APPENDICES

- Milwaukee County Audit Services Division Fraud Hotline
- Designation of Confidential and Proprietary Information
- Statement of Deviations and Exceptions



MILWAUKEE COUNTY GOVERNMENT

H O T L I N E

**Ph: (414) 93-FRAUD – Fax: (414) 223-1895
(933-7283)**

**Write: Fraud Hotline- 633 W. Wisconsin Avenue, Suite 904, Milwaukee, WI 53203
Email: hotline@4securemail.com Website: county.milwaukee.gov/FraudHotline7880.htm**

A service of the Milwaukee County Comptroller's Office

For Reporting:

- Incidents of fraud, waste or abuse in County government
- Concerns over inefficient Milwaukee County government operations

CALLERS NOT REQUIRED TO IDENTIFY THEMSELVES

----- Other Numbers -----

Milwaukee County:	
Aging - Elder Abuse Helpline	414-289-6874
Child Support - TIPS Hotline (Turn in Parents for Support)	414-278-5222
District Attorney – Consumer Fraud Unit	414-278-4585
Public Integrity Unit	414-278-4645
Mental Health Crisis Hotline	414-257-7222
Crisis Hotline (TTY/TDD)	414-257-6300
Minimum Wage Ordinance	414-278-4206
Employee Relations	414-278-2000

City of Milwaukee:	
Fraud Hotline	414-286-3440

Sheriff's Department –	
Community Against Pushers (Anonymous Drug Reporting)	414-273-2020
Guns Hotline	414-278-4867

State of Wisconsin:	
Child Abuse or Neglect Referrals	414-220-7233
DOJ Consumer Protection Unit	1-800-998-0700
Wisconsin W-2 Fraud Hotline	1-877-865-3432
Wisconsin Child Care Fraud	1-877-302-3728
Legislative Audit Bureau Hotline	1-877-372-8317

Federal:	
Medicare Fraud	1-800-447-8477
Social Security Fraud	1-800-269-0271
Federal Funds Fraud (FraudNet)	1-800-424-5454

SECTION 7– Appendices & Attachments

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Please insert this form after the cover letter in your submission

The attached material submitted in response to the 2017 RFP 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 when proposals are open, 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
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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 RFP 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 _____

SECTION 7– Appendices & Attachments

STATEMENT OF DEVIATIONS AND EXCEPTIONS

Proposer(s) has reviewed the RFP and other Requirements in their entirety and has the following exceptions and deviations, or objections:

(Please list your exceptions, deviations, or objections by indicating the section or paragraph number, and page number, as applicable. If none, state “None.” Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully. Be specific about your objections to content, language, or omissions. Add as many pages as required. Please insert this form after the cover letter in your submission.) DHHS may allow proposers to modify, correct or remove any deviations and exceptions after the proposal due date if deemed to be in the best interest of DHHS, or reject proposed deviations and exceptions and deem the Proposer’s proposal to be nonresponsive.

Name of Authorized Representative

Title

Signature of Authorized Representative

Date

ATTACHMENT

- Attachment 1, HUD Part 983, Project-Based Voucher Program (38 Pgs)

- Attachment 2, HUD Part 982, Housing Choice Voucher Program (8 Pgs)