

Bid Invitation: Milwaukee County Sourcing Bid Event 19-0 Asphalt Paving Project MCDOT (Available to view and bid Tuesday 6/14/2022 at 1:30 PM Central, closing Wednesday 6/29/2022 at 1:30 PM Central)

Bid Line items preview:

Asphalt Paving Project MCDOT

BASE PROPOSAL S 81ST STREET TO SENDIKS EAST ENTRANCE –

- Based on the proposed pavement area of 775'x14'
- Mill and remove 4" of existing asphalt pavement.
- Place two 2" lifts of asphalt pavement using 4MT 58-28S DOT mix.
- Tack first lift prior to second lift. They will be providing a map and they can do a walk-through viewing as well.

Hello Prospective Bidders!

Milwaukee County has migrated to a new purchasing system which includes a new Supplier Portal. The Supplier Portal is a tool for receiving notifications and sourcing event information. All bids/quotes must be submitted using Milwaukee County Supplier Portal.

Please register with the Supplier Portal as the first step in the process, by visiting this link:

[Milwaukee County Supplier Portal - https://sms-milwaukeecounty-prd.inforcloudsuite.com/fsm/SupplyManagementSupplier/page/SupplyManagementSupplierPage?csk.SupplierGroup=MKE](https://sms-milwaukeecounty-prd.inforcloudsuite.com/fsm/SupplyManagementSupplier/page/SupplyManagementSupplierPage?csk.SupplierGroup=MKE)

Note: All bids/quotes must be submitted using Milwaukee County Supplier Portal to be considered.

All communication, questions, and submission, related to this bid, must be posted to, and will only be responded to at, the public Question & Answer Forum within the bid.

During the bid process Milwaukee County Representatives cannot address or discuss bid details with individual suppliers per ordinance.

Post all question(s) in the public forum so it can be addressed for all prospective bidders to see.

You may click this link to view a video regarding how to register:

<https://www.youtube.com/watch?v=xF9IGohpH18>

NOTE: For the best experience using the Supplier Portal, please use only one of the following recommended browsers: Chrome or Edge.

If you have trouble registering or proceeding with bid information in INFOR you can contact the following for assistance:

Milwaukee County INFOR Assistance at 414-223-8100 or e-mail at SupplierSupport@milwaukeecountywi.gov

Thank you for your interest in doing business with Milwaukee County.

Event # 19-0

Name: Asphalt Paving Project MCDOT

Description: Asphalt Paving Project MCDOT
BASE PROPOSAL S 81ST STREET TO SENDIKS EAST ENTRANCE -
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•Mill and remove 4" of existing asphalt pavement.
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•Tack first lift prior to second lift. they will be providing a map and they can do a walk-through viewing as well.

Buyer: Peterson, Carsten

Status: Draft

Event Type: RFB

Currency: USD

Category: BASIC BID

Sealed Bid: No

Respond To All Lines: No

Q & A Allowed: Yes

Number Of Amendments: 0

Display Bid Tabulation: Display When Event Closed For Bidding

Event Dates

Preview:

Q & A Open: 06/14/2022 04:00:00 PM

Open: 06/14/2022 01:30:00 PM

Q & A Close: 06/24/2022 10:30:00 AM

Close: 06/29/2022 01:30:00 PM

Dispute Close: 07/06/2022 01:30:00 PM

Terms And Conditions

MKE Terms and Conditions

MKE Term for purchase

Please sell the item requested.

Additional Prerequisite Requirements Asphalt paving

Prerequisite Requirements to Bid:

Delivery: Delivery shall be made not later than 30 calendar days after receipt of order release.

Bid Line Pricing is "delivered pricing". F.O.B. Destination

Questions: All questions related to this bid must be posted to, and will only be responded to at, the public Question & Answer Forum within the bid found within the Bid at "Q & A Board".

Bidder/Supplier must be licensed/authorized to sell/distribute bid product/item with responsibility to manufacturer warranty and license agreements for Milwaukee County.

Event # 19-0: Asphalt Paving Project MCDOT

All items represented on this bid must be available to, and supported by, the manufacturer warranty and license agreements for Milwaukee County. Proof of this support, by an authorized manufacturer representative, will be required before an award will be confirmed.

State Make and Model of Item(s) bid.

Condition must be new (in the box).

This will be an aggregate bid award. As such, only bidders who provide bid prices for each and every line item will be accepted.

Alternate proposals to items specified are not allowed for this bid.

Milwaukee County is a Municipal Government Organization so apply any governmental contracting options available to your business for this bid/quote (GSA, University of Wisconsin, VendorNet, MMCAP, NPP, SourceWell, NJPA, Omnia, US Communities, NASPO, National IPA or related State or Federal contracts). Reference details of any government contract pricing applied in quote response. Milwaukee County qualifies for use of GSA contracts under Cooperative Purchasing- Available for purchase by local government entities in accordance with Section 211 of the E-Government Act of 2002 and Disaster Recovery Purchasing. - Available for purchase by local government entities in accordance with Section 833 Disaster Recovery Purchasing.

Bid submissions will be assessed for Total Cost of Ownership financial benefit, providing a cost basis for determining the total economic value to Milwaukee County. In the case of comparing TCO of existing versus proposed solutions, consideration will be given of costs required to maintain the existing solution that may or may not be represented in a proposed submission.

Milwaukee County reserves the right to reject any or all bids or any portion of any or all bids when, in the opinion of the Purchasing Director, the best interest of the County will be served thereby.

Milwaukee County Procurement reserves the right to negotiate with low bidder regarding contract deliverables.

Milwaukee County reserves the right to cancel this Invitation to Bid.

Quantities represent a total delivery requirement.

Request for price increases will be allowed only at renewal of the contract. Notification of a proposed price increase must be received by Milwaukee County one hundred twenty (90) days prior to the expiration of said contract. This notification of price increase must be sent to Milwaukee County Procurement Division on the vendor's letterhead and signed by a principal of the company. In your submission include all documentation supporting any direct relationship to price increase(s) requested: such as industry raw materials increases, marketplace issues, freight costs, etc. Approval of any price increase shall be at the sole discretion of Milwaukee County.

Reference Milwaukee County Organization at link: <https://county.milwaukee.gov/EN>

Scope of Work

Initial Scope

Contractor shall specifically perform all of the services and achieve the objectives as set forth in its application submitted to County, and as indicated in the Products and Services Covered by this Agreement section of this agreement including those mentioned on Statement of work or Scope of Work Documents.

Change in Scope

It is understood that services may be added and/or removed throughout the duration of the contract and the notification of changes will come via an emailed letter from County. The Milwaukee County Department of Health and Human Services Year 2019 Purchase of Service Guidelines - Program and Technical Requirements, the provisions of Contractor's proposal, and the Milwaukee County Department of Health and Human Services Administrative Probation Policy for Noncompliance with Contract and Fee-for-Service Requirements, are incorporated herein by reference and made a part of this Contract as if physically attached hereto and Contractor shall comply therewith.

Event # 19-0: Asphalt Paving Project MCDOT

Contractor/Provider Obligations

Provider Level Obligations

Provider understands and agrees that all provisions of this Agreement are in effect at all times that Covered Services are provided.

Standard Obligations

In the event that this Agreement establishes a different standard or obligation on a given matter than Federal, State, or Local laws, rules, or other regulations, the greater standard shall apply. In the event that there are any inconsistencies between this document and other Agreement items, the following order of precedence shall be followed:

- 1) This document;
- 2) Other Policies and Procedures;
- 3) Email or other written communication, unless it is specifically authorizing a waiver or exemption to 1 or 2, above.

Occupancy Permit

Provider agrees to obtain, post, and submit upon request an Occupancy Permit, or equivalent, as required by municipality, which demonstrates that use of the location for Covered Services is permitted.

Changes or Conditions

Provider agrees to notify Purchaser in writing within 5 business days (except where otherwise identified) of any of the following changes or conditions:

1. Agency name;
2. Agency ownership;
3. Agency director/CEO;
4. Hiring or change in status of Executive Director, senior management, or any corporate officer; (submission of staff information through the standard staff add/drop process is sufficient to meet this item)
5. Agency business or billing address(es);
6. Telephone or fax number;
7. E-mail address;
8. Federal Employers Tax ID (FEIN) number;
9. Change of insurance carrier or insurance coverage;
10. Change in or restriction of Provider, DSP, and/or Indirect Staff license(s), including occurrence of negative findings such as license suspension, surrender, expiration, or revocation, or request of forfeiture, fines, or plan(s) of correction due to licensing violations that occur. This condition carries a notification requirement of ONE business DAY;
11. Any arrests, charges or convictions of DSP and/or Indirect Staff. This condition carries a notification requirement of ONE business DAY;
12. Inability to accept referrals and process intake or assessment of referrals within the timelines defined in Purchaser Policies and Procedures, including if Provider has wait lists;
13. Inability to adhere to any other schedules or timelines as required by County policies and procedures or any other County or Contractor guidelines including other published schedules. This condition carries a notification requirement of TWO business DAYS;
14. Inability to support the level of agreed upon services as contained in DHHS guidelines or contractor's proposals, budget or any other statement of work.
15. Inform Purchaser for any change of staff role for EHR system access or deactivation within two (2) business days.
16. Discontinuation of agreed upon service(s) requires ninety (90) day prior notice from Provider (except termination of contract which requires 120, day prior notice).

Access

Provider agrees to have access to a computer with internet capability and a functional email account that Purchaser can use for ongoing communication with Provider. Provider also agrees to check email a minimum of once per business day and respond to Purchaser within the requested time limits.

Ownership or Location Change

Event # 19-0: Asphalt Paving Project MCDOT

Provider agrees to provide notification prior to making changes in ownership structure or location of any site where Covered Services are provided, to ensure that proposed organizational changes are consistent with Agreement. Changes in location and/or ownership structure may result in termination of this Agreement.

Provider Policies and Procedures

Provider agrees that its own policies and procedures are enforceable under this Agreement, and that those policies and procedures shall be submitted upon request of Purchaser.

Evaluation Efforts

Provider shall fully cooperate with any and all program or service evaluation efforts as may be required by Purchaser during the term of this Agreement.

Evaluations

Provider shall fully cooperate with any and all program or service evaluation efforts as may be required by Purchaser during the term of this Agreement.

Required Documents

Provider is required to submit the required documentation, reports, invoices, billings, evaluation reports, Add-Drop Form, and other supportive documentation within the stipulated time as required by Purchaser.

Requested Information

Provider agrees to provide a response to requests from Purchaser or submit required data and/or information and/or required notification(s) per Agreement to Purchaser or the Purchaser's authorized agents, by the timeline specified, or in the format specified by the Purchaser or its agents. If the Provider fails to submit required response, data and/or information to the Purchaser, or the Purchaser's authorized agents, or fails to submit such data or information in the required form or format, by the deadline specified by the Purchaser or its authorized agents, the Purchaser may immediately impose liquidated damages in the amount of \$75 per day for each day beyond the deadline that the Provider fails to submit the response or data or fails to submit the response/data in the required form or format, such liquidated damages to be deducted from the Provider's payments, unless a prior extension (before deadline) has been approved by Purchaser or Purchaser's agents.

Outcomes and Measures

Provider agrees to comply with Purchaser required outcomes and measures, or if Provider adopts Provider developed outcomes, Provider must submit for Purchaser approval.

Reference Materials

Provider agrees to recognize Milwaukee County DHHS as a funding source in all print materials that reference the contracted program.

Provider Obligations for DSPs and Indirect Staff

Employment Status

Provider understands and agrees that the employment status of individual DSPs or Indirect Staff with Provider is not dependent on approval, denial, or any other administrative action by Purchaser and is solely a matter of Provider discretion. Any administrative decision by Purchaser only affects eligibility of DSP and/or Indirect Staff to provide Covered Services and does not affect

Event # 19-0: Asphalt Paving Project MCDOT

employment eligibility of individual with Provider.

Background Checks

Provider agrees to abide by the terms of chapters 48 and 50 Wisconsin statutes requiring Background Checks on all caregivers as set forth in Section Twenty-three (Compliance with Caregiver Background Checks) of this Agreement, and the terms of the DHHS Caregiver Background Check Policy and Procedure, No. 001 (policy can be found at: <https://county.milwaukee.gov/EN/DHHS/Provider-Portal>).

Conviction History

In addition to compliance with Caregiver Background Checks (Section 23) regarding barred convictions, Provider will also consider conviction history of any candidate before requesting to add as a DSP and/or Indirect Staff to determine suitability based on a substantially related test as described in DHS 12.06: (http://docs.legis.wisconsin.gov/code/admin_code/dhs/001/12).

In instances including, but not limited to, multiple (2 or more), recent (within five years), or felony convictions, or for any charges with open dispositions, Provider may be required to obtain a copy of the Criminal Complaint from the Clerk of Court's Office, to determine whether a conviction is substantially related to care of a client. County reserves the right to make a final determination regarding conviction records and whether a conviction is substantially related to the Covered Service in question.

Purchaser will also consider status of probation/parole, extended supervision, deferred prosecution agreement, or participation in a Driver Safety Plan in evaluating eligibility to enter network.

Provider shall conduct subsequent background checks at intervals no greater than those prescribed by the Wisconsin statutes and/or the terms of the DHHS Caregiver Background Check Policy and Procedure, No. 001, or as often as is necessary to ensure that Individual DSPs and/or Indirect Staff have suitable backgrounds and are free of any barred convictions at all times that services are delivered.

Provider shall have a written policy which is communicated to all DSP, ISP and Indirect Staff upon hire and no greater than 12 months thereafter requiring immediate (within 24 hours of the event) notification to Provider of any new arrests, charges or convictions. Communication of this policy shall be documented with the employee's signature, dated, and kept in the employee file.

References

Provider shall obtain a minimum of two favorable work related references, which must include the phone number and address, to be documented in writing, for any candidate requested to be added as a DSP or Indirect Staff. This documentation shall be retained in the personnel file and submitted to Purchaser upon request. Purchaser reserves the right to consider education in lieu of work experience.

DSP or Indirect Staff Obligations

Provider agrees to notify Purchaser if individual DSP or Indirect Staff are employed by any other Provider in addition to the one with whom this Agreement is executed.

Where education or degree requirements exist for DSP or Indirect Staff positions, Provider shall obtain and retain a copy of either a diploma or transcript demonstrating that staff meets requirements. Further, Provider agrees that only coursework and degrees from accredited schools shall be recognized by Purchaser, as they may appear on either the United States Department of Education, Office of Postsecondary Education: (<http://www2.ed.gov/admins/finaid/accred/index.html>) or the Council of Higher Education Accreditation (<http://www.chea.org/search/>) databases. Provider is responsible for the supervision of DSPs and Indirect Staff and accountable for the accuracy and completeness of all required Service Documentation.

Unless waived in writing by the Purchaser each DSP shall meet all required qualification (educational/ academic and experience) as described in Purchaser's Policy, Procedure and/or Program/Service Description, before seeking approval to provide services to Purchaser's clients.

Provider is responsible for preparing and maintaining written documentation that identifies the hierarchy for oversight of all DSPs and Indirect Staff, Provider procedure for communication of Purchaser's Policies and Procedures to DSPs and Indirect Staff, and

Event # 19-0: Asphalt Paving Project MCDOT

Provider plan related to supervision of all DSPs and Indirect Staff, including the process for review and approval of Service Documentation. Provider is responsible for being the point of contact to mediate any and all matters between Purchaser and DSPs and/or Indirect Staff.

Required Personnel

Provider shall provide all personnel required to perform the Covered Services listed in Attachment I with a minimum of two (2) DSPs for each Covered Service. Replacement personnel shall be by persons of like qualification. Written notification of approval of new or replacement DSPs and Indirect Staff shall be made per Purchaser Policies and Procedures prior to the provision of Covered Services or having any other contact with Service Recipients. Written notification to include notice and approval of the Purchaser if Provider personnel are employees of or have any other contractual relationship with County. It is understood that final authority for determining eligibility to be a DSP or Indirect Staff rests with the Purchaser. If an individual employee (DSP or Indirect Staff) is removed or otherwise not approved, s/he cannot fill a different position connected with Covered Services (for example, a suspended or otherwise removed DSP may not become an Indirect Staff and vice versa).

DSPs and Indirect Staff Roster

Provider agrees to maintain a current roster of approved DSPs and Indirect staff and to notify Purchaser within 5 business days after a DSP is no longer providing services covered under the Scope of Work. Provider agrees to provide the roster when requested by the Purchaser.

Purchaser Policies and Procedures

Provider shall determine the methods, procedures, and personnel policies to be used in initiating and furnishing Covered Services to the Service Recipient, except as provided herein, or as identified in Purchaser Policies and Procedures.

Driver Obligations

A valid driver's license is required to be held by any DSP and/or Indirect Staff who uses a vehicle for any purpose related to the provision of Covered Services. Provider must obtain an initial driver's license abstract prior to requesting staff be added. A new driver's license abstract must be completed at intervals no greater than 12 months thereafter, or as often as is necessary to ensure that license remains valid at all times that services are delivered.

For any DSP and/or Indirect Staff who uses a vehicle for any purpose related to the provision of Covered Services, Provider shall have a written policy which is communicated to all DSPs upon hire and no greater than every 12 months thereafter requiring immediate (within 24 hours of the event) notification to Provider of any change in validity (suspended, revoked, expired, surrendered, etc.) of driver's license. Communication of this policy shall be documented with the DSP's signature, dated, and kept in the employee file. Upon notification from DSP to Provider as described above, Provider shall immediately suspend the DSP from driving for any purpose related to Covered Services and shall notify Purchaser within two (2) business days. If a provider fails to report the suspension, revocation, or expiration of his/her license and services are billed during the non-valid period, that provider will be subject to termination from providing Covered Services, and all services paid during the non-valid period will be subject to recovery.

Removal From Network

Purchaser reserves the right to remove a DSP or Indirect Staff from the Provider Network at any time for just cause. If Provider is unable to provide authorized Covered Services, this must be reported to Purchaser. If DSP or Indirect Staff is terminated from Provider for any reason connected to Covered Services, Purchaser must be notified in writing within 2 business days.

Termination Notification

If DSP or Indirect Staff leaves or is let go from their position serving Milwaukee County clients for any reason connected to services covered in this Agreement, Purchaser must be notified in writing within two (2) business days if the staff member has access to the Electronic Health Record (EHR), and Five (5) business days for all other staff. If a Direct or Indirect Service Provider is terminated due to a credible allegation or determination of caregiver misconduct or fraud, the Provider agrees to notify the Purchaser on the Provider Staff Add/Drop Form. Provider agrees not to use DSP in the provision of Covered Services or Indirect Staff who are

Event # 19-0: Asphalt Paving Project MCDOT

suspended, debarred, or under investigation by Purchaser or other Federal, State, or Local entities, without prior notification to and approval from Purchaser.

Licensing Revocation

Where a State of Wisconsin program, agency or DSP license (including a driver's license) or certification is required to provide services under this Agreement, Provider agrees to notify Purchaser within Two (2) business days if there is a complaint made to a licensing board or other governing body that the Provider is made aware of, an occurrence of negative findings such as license surrender, suspension, revocation, expiration, or request of forfeiture, fines, plan(s) of correction due to licensing violations that occur.

Staffing and Coverage

Provider shall have more than one employee or Independent Service Provider at their agency, and at least two DSPs for each Covered Service unless prior written approval is obtained, or unless otherwise allowed per Purchaser Policy and Procedure. A request must include a plan which demonstrates formal arrangements for coverage arising from absences, illness, vacation, etc., and/or variations in program volume.

Compensation

Provider shall comply with all applicable wage and payment laws dealing with compensation of DSPs and Indirect Staff, particularly as they relate to withholding pay, wage deductions, and/or making payment of wages conditional upon payment for outcome based services. Payment of wages cannot be made conditional on payment from Purchaser unless such arrangement conforms to the parameters of Chapter 109 of Wisconsin Statutes.

Anti-Harassment Policy

In accordance with Wisconsin Fair Employment Law and Department of Workforce Development/Equal Rights Division, an anti-harassment policy must be implemented and adhered to by Providers. A strong and effective policy is required prohibiting workplace harassment, and procedures for addressing such matters when they arise. The policy must be communicated to DSP and Indirect Staff during orientation of new staff (no later than 30 days of hire). DSP's must receive a copy of the agency policies regarding harassment and the procedures for reporting it. Agency must provide and document training sessions related to harassment and retain documentation that all DSP's have received a copy of the agency harassment policies and procedures.

Guidance for creating an anti-harassment policy can be found at following link:
https://dwd.wisconsin.gov/er/civil_rights/discrimination/sex_discrimination.htm

Provider Obligations for Service Recipients

General Obligations

Provider agrees to provide Covered Services for Participants/Service Recipients in accordance with Purchaser's Policies and Procedures, referral form and Service Plan. Any deviations, exceptions, waivers, etc., must be in writing from Purchaser. No Purchaser approved clients will be barred or denied services unless a written approval is received from Purchaser.

Non-Billable Activities

Unless otherwise indicated by this Agreement or Purchaser Policy or Procedure, the following are not billable activities:

- 1) Travel time to and from Covered Services
- 2) Non face-to-face activity, including collateral contacts and phone calls to or regarding client
- 3) No Shows
- 4) Service Documentation time

Event # 19-0: Asphalt Paving Project MCDOT

Critical Incident Policy

Provider shall have a Critical Incident policy. Critical Incidents are defined as any events or situations that jeopardize the health or safety of Service Recipients or of staff. These situations include, but are not limited to, the following or as otherwise defined by the policy of the respective contract division:

- 1) Death.
- 2) Physical injury.
- 3) Fire Setting.
- 4) Commission of a serious offense to or by the service recipient, DSP, or Indirect Staff.
- 5) Service Recipient attempts suicide or is actively suicidal.
- 6) Any event that could result in media exposure.
- 7) Physical or sexual assault on or by Service Recipient, DSP, or Indirect Staff
- 8) Any instance of abuse or neglect to Service Recipient by any person including another Service Recipient
- 9) Any credible allegation of caregiver misconduct (as described in DHS 13)
- 10) Other - An incident of a critical nature that may not be identified above (i.e., death threat made to a Service Recipient, DSP, or Indirect Staff, etc.).

Critical Incidents must be reported in writing to Purchaser as defined by the respective contract division Policy and Procedures. In addition, Provider must immediately report Critical Incidents to the parent/guardian, Care Coordinator, Care Management/Support and Service Coordination Agency, Case Management Agency, Recovery Support Coordinator, and/or Human Service Worker/Juvenile Justice Worker.

Critical incident and notifications shall be documented in the Case Notes.

Provider Obligations for Service Documentation

Obligation for Minors

In the case of a minor, Service Documentation shall be retained until the Participant becomes 19 years of age or until seven (7) years after Covered Services have been completed, whichever is longer. In the case of an adult, records shall be retained for a minimum of seven (7) years after Covered Services have completed.

Service Documentation Maintenance by Provider

Provider agrees to maintain Service Documentation as required by this Agreement and Policies and Procedures including a service specific consent for services signed and dated by the Service Recipient (if age 14 or older) and/or parent/guardian prior to the provision of Covered Services.

Transportation of Minors

If the Service Recipient is under the age of 18 and is to be transported by a DSP or any other individual under direction of the agency, a transportation consent form must be signed and dated by the child's parent/legal guardian or by the adult Service Recipient prior to the first transport (unless otherwise indicated by policy and procedure). This documentation shall be retained in the case/client file and submitted to Purchaser upon request.

Service Documentation

Provider agrees to maintain and retain Service Documentation as required by all applicable Policies and Procedures. Provider agrees to ensure all DSP's service documentation is legible.

The signature of the DSP on service documentation (progress notes, treatment plans, etc.) must contain at a minimum the first and last name, and not contain all capital letters or initials only. Electronic signatures are acceptable per required guidelines mentioned elsewhere in the Agreement.

See definition of Case Notes in Attachment A for required elements. Purchaser reserves the right not to pay for units of Covered Services reported by Provider that are not supported by Service Documentation required under this Agreement.

Event # 19-0: Asphalt Paving Project MCDOT

Any correction, creation of, or addition to Service Documentation after billing must receive prior approval. Service Documentation otherwise created or obtained subsequent to billing or in response to site review findings will not be accepted as support for payment (including affidavits).

Where Purchaser policy designates, all services covered under this Agreement requires a Participant or Service Recipient signature verification indicating the services were received documented.

Case Note Completion Limits

Provider agrees to ensure that DSPs complete and retain Case Notes prior to billing for Covered Services. In no case shall Case Notes be completed more than 10 days after the provision of Covered Service unless otherwise specified in Purchaser Policies and Procedures.

Electronic Health Record

Provider utilizing any Electronic Health Record (EHR) systems for Case Notes or other Service Documentation agrees to abide by Purchaser's Electronic Record Keeping Systems requirements as follows:

Provider may maintain case notes electronically if Provider has a written policy describing the record and the authentication and security policy, in accordance with state and federal standards and laws related to electronic medical records/electronic health records or electronic case notes. This policy shall be submitted to Purchaser upon request.

Electronic Software Systems (ESS) must conform to HIPAA security rules requiring appropriate administrative physical and technical safeguards to ensure the confidentiality, integrity and security of electronic protected health information. ESS must include at a minimum; data integrity, password protection, a back-up system, client confidentiality, as well as safeguards to protect against modification of the record, or unauthorized access.

DSP's electronic signatures may only be used by the person who makes the entry. Provider must possess a statement signed and dated by the DSP, which certifies that only the DSP shall use the electronic representation via use of a personal password. This statement shall be kept in the DSP's personnel file and shall be submitted to Purchaser upon request.

Service Documentation Requirements

Service Documentation will be on such forms and in such detail as may be required by Purchaser and will be made available to Purchaser upon request.

Non-Discrimination, Affirmative Action, Civil Rights, and Equal Employment Opportunity

Non-Discrimination

No eligible client or patient shall be unlawfully denied services or be subjected to discrimination because 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.

Contractor agrees not to unlawfully discriminate against any employee or applicant for employment because 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.

Indemnity & Insurance

Indemnity & Insurance

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, its officers and

Event # 19-0: Asphalt Paving Project MCDOT

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 or Subcontractor(s) or Independent Service Providers, which may arise out of or are connected with the activities covered by this Agreement.

Financial Responsibility

Contractor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, malpractice, errors and omissions, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees, board members and volunteers. Such evidence shall include insurances covering Workers' Compensation claims as required by the State of Wisconsin, Commercial General Liability and/or Business Owner's Liability, Automobile Liability and Professional Liability (where applicable) in the minimum amounts listed below. Contractor must obtain all required coverage or confirm that applicable coverage has been obtained by County approved Independent Service Provider(s) or approved Subcontractor(s).

Automotive Insurance

Automobile insurance that meets the Minimum Limits as described in this Contract is required for all agency vehicles (owned, non-owned, and/or hired). In addition, Contractor shall have Automobile Liability Insurance that meets the Minimum Limits for non-owned and/or hired autos as described in this Contract.

Contractor hereby certifies that Contractor's Direct Service Providers who use personal vehicles for any purpose related to the provision of Covered Services have in effect insurance policies in companies licensed to do business in the State of Wisconsin providing protection against all liability, including public liability and property damage, arising out of the use of their automobiles during the course of their employment. Contractor further certifies that said Direct Service Providers have a Driver's License valid in the state of Wisconsin.

Professional Liability Insurance

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.

Insurance Requirements

It being further understood that failure to comply with insurance requirements may result in suspension Each type of insurance is identified with it's minimum limits.

WISCONSIN WORKERS' COMPENSATION

Employer's Liability: \$100,000/\$500,000/\$100,000

COMMERCIAL GENERAL AND/OR

BUSINESS OWNER'S LIABILITY

Bodily Injury & Property Damage: \$1,000,000 - Per Occurrence

(Incl. Personal Injury, Fire, Legal

Contractual & Products/Completed: \$1,000,000 - General Aggregate Operations)

AUTOMOBILE LIABILITY

Bodily Injury & Property Damage: \$1,000,000 Per Accident

All Autos - Owned, Non-Owned and/or

Hired Uninsured Motorists: Per Wisconsin Requirements

PROFESSIONAL LIABILITY

To include Certified/Licensed Mental Health: \$1,000,000 Per Occurrence

and AODA Clinics and Providers: \$3,000,000 Annual Aggregate

and

Event # 19-0: Asphalt Paving Project MCDOT

Hospital, Licensed Physician or any other: As required by State Statute
qualified healthcare provider under Sect 655
Wisconsin Patient Compensation Fund Statute

Any non-qualified Provider under Sec 655: \$1,000,000 Per Occurrence/Claim
Wisconsin Patient Compensation Fund Statute: \$3,000,000 Annual Aggregate
State of Wisconsin (indicate if Claims Made
or Occurrence)

Other 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.

Notice and Disclosure

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 endorsement is not allowed by the insurance company.

Workers Compensation

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). In addition to the coverages and minimum amounts mentioned in the insurance provision of the Agreement, the vendor shall also provide evidence of the following endorsement:

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.

Evidence of Coverage

Contractor shall furnish County annually on or before the date of renewal, evidence of a Certificate indicating the above coverage (with the Milwaukee County Department of Health and Human Services named as the “Certificate Holder”) shall be submitted for review and approval by County throughout the duration of this Agreement. If said Certificate of Insurance is issued by the insurance agent, it is Contractor’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
1220 W. Vliet Street, Suite 304
Milwaukee, WI 53205

Underwriting

If Contractor’s Professional Liability 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, Contractor shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement.

Event # 19-0: Asphalt Paving Project MCDOT

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 Contractor.

Evidence of Insurance

Binders are acceptable preliminarily during the Contractor application process to evidence compliance with the insurance requirements.

Approved Insurance Company

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 County, if requested, to obtain approval of insurance requirements.

Waivers

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

The insurance requirements contained in this Agreement are subject to periodic review and adjustment by the County Risk Manager. Failure on part of the Contractor to produce or maintain the required insurance during the term of contract including any extension(s), shall constitute a material breach of the contract upon which County may immediately terminate this agreement.

Contract Renegotiation

Renegotiation

This Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in this Contract. Revision of this Contract must be agreed to by both parties as evidenced by an addendum signed by their authorized representatives.

Assignment and Subcontract Limitation

Transfer of Interests and Obligations

This contract shall be binding upon and inure to the benefit of the parties and their successors and assigns provided. Contractor shall neither assign nor transfer any interest or obligation in this Contract without the prior written consent of County, unless otherwise provided herein.

Subcontracting

Contractor may not subcontract this agreement in part or in whole, including agreements with Independent Service Providers, without prior written consent of County. Any such subcontract or Independent Service Provider agreement must be in writing and must use: for Independent Service Provider - the standard Independent Service Provider Agreement developed by County; for Subcontractors - Pre-approved Subcontract Agreement containing all the provisions of this Contract with prior approval of the County, before provision of any service under this Contract.

Event # 19-0: Asphalt Paving Project MCDOT

Disallowance and Reservation

Billing may be disallowed for any services covered in this Agreement provided by unauthorized Independent Service Providers or subcontractors. Provider is responsible for supervision and fulfillment of the terms and conditions of this Agreement when entering into agreements with approved ISP or approved subcontractors.

Resolution of Disputes

Resolution

The Contractor may file a formal grievance or otherwise appeal decisions of Purchaser in accordance with Purchaser Policies and Procedures, Milwaukee County Ordinances.

Prohibited Practices

Conflict of Interest

During the period of the Contract, Contractor shall not hire, retain, or utilize for compensation any member, officer, or employee of the Milwaukee County Department of Health and Human Services representing County or any person who, to the knowledge of Contractor, has a conflict of interest, unless approved in writing by the Director of the Department of Health and Human Services. No employee of the Milwaukee County Department of Health and Human Services representing County shall be an officer, member of the Board of Directors, or have a proprietary interest in Contractor's business unless approved in writing by the Director of the Department of Health and Human Services.

Code of Ethics

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 shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee."

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."

Prohibited Practices

Contractor is prohibited from offering other providers, or any other person(s), monetary compensation or any other type of reciprocal compensation for making referrals to Contractor for services under this Contract.

The use or disclosure by any party of any information concerning eligible clients or patients who receive services from Contractor, for any purpose not connected with the administration of Contractor's or County's responsibilities under this Contract is prohibited, except with the informed written consent of the eligible client or patient or the guardian of the client or patient.

Required Disclosures

Requirements

Event # 19-0: Asphalt Paving Project MCDOT

The Contractor agrees to comply with the disclosure requirements of 42 CFR Part 455, Subpart B, as now in effect or as may be amended. To meet those requirements, and address real or potential conflict of interest that may influence service provision, the Contractor shall furnish, upon request, to the Milwaukee County DHHS and upon request, to the Wisconsin DHS in writing:

- (a) The names and addresses of all vendors of drugs, medical supplies or transportation, or other providers in which it has a controlling interest or ownership;
- (b) The names and addresses of all persons who own or have a controlling interest in the Contractor;
- (c) Whether any of the persons named in compliance with (a) and (b) above are related to any owner or to a person with a controlling interest as spouse, parent, child or sibling;
- (d) The names and addresses of any subcontractors who have had business transactions with the Contractor;
- (e) The identity of any person, named in compliance with (a) and (b) above, who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid or Title XIX services programs since the inception of those programs.

Disclosure

Contractor shall furnish County with written disclosure of any financial interest, purchase or lease agreements, employment relationship, or professional services/consultant relationship which any of Contractor's employees, officers, board members, stockholders, or members of their immediate family may have with respect to any supplier to Contractor of goods and services under this Contract. The relationship extends to partnerships, trusts, corporations or any proprietary interest which could appear to or would allow one party to influence the other party in a related party transaction.

Past Due Liabilities

Contractor shall notify County, in writing, within 30 days of the date payment was due of any past due liabilities to the federal government, state government, or their agents for income tax withholding, FICA, Worker's Compensation, garnishments or other employee related liabilities, sales tax, income tax of Contractor, or other monies owed in excess of \$5,000 in the aggregate. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date and other related information.

Contractor shall notify County, in writing, within 30 days of the date payment was due of any past due liabilities to any Governmental entity(ies) in excess of \$10,000 in the aggregate, related to the operation of this Contract, for which County has or will reimburse Contractor. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the creditor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and information on steps being taken by Contractor to resolve the dispute.

Certification Regarding Debarment and Suspension

Certification Attestation

Contractor certifies to the best of its knowledge and belief, that Contractor's Business Entity; its Principals, including all owners, partners, or stockholders; and Contractor's Personnel, including, but not limited to, Contractor's employees, officers, directors, board members, consultants, contractors, and agents whether defined as "Key Personnel" or not, billed for under this Contract:

- A) Are not currently excluded, debarred, suspended, proposed for debarment, or otherwise ineligible to participate in any Federal health care program, or in Federal procurement or non-procurement programs; or
- B) Have not been charged with a criminal offense that falls within the ambit of 42 U.S.C. s. 1320a-7(a), but for which they have not yet been excluded, debarred, suspended, or otherwise declared ineligible; or
- C) Have not been excluded, debarred, suspended, or otherwise declared ineligible or voluntarily excluded from covered transactions by any other federal, state, county or local governmental department or agency;
- D) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, county or local governmental department or agency;
- E) 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 or attempting to obtain, or performing a public (federal, state or local) transaction or Agreement 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;

Event # 19-0: Asphalt Paving Project MCDOT

F) 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 (E); and
G) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Health Insurance Portability and Accountability Act of 1996

General Provision of Intent

Both parties to this Contract confirm their complete intention of complying with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will undertake any and all changes in their respective data collection and sharing systems, in their patient and consumer relations programs, and in their medical record and information sharing systems to address current or future requirements of HIPAA as determined by the U.S. Department of Health and Human Services (HHS) or the Wisconsin Office of the Commissioner of Insurance.

Changes to Contract

Both parties agree that changes to the contract that might be necessary for one or both parties to meet the requirements of the Health Insurance Portability and Accountability Act shall be made upon discussion and execution of a document containing the necessary changes. Neither party will withhold agreement to reasonable modifications necessary to the Contract that are necessary for one or both parties to comply with HIPAA.

Contractors shall be subject to compliance with the HIPAA regulations as "covered entities." To the extent that the HIPAA regulations apply to Contractor, Contractor agrees to comply with the HIPAA regulations and shall have required documents available for inspection upon request. Covered entities that fail to comply with the applicable standards may be subject to a written complaint filed with the Secretary of Health and Human Services. This provision shall survive the termination of this Agreement regardless of the reason.

Generally, Contractor or vendors are not business associates of payers. However, if and only if Contractor is also providing administrative services for DHHS or BHD, or have access to data of clients other than their own, they will also be covered by the attached Business Associates Agreement. Therefore, unless specifically identified by Purchaser via a separate business associate agreement, Contractors are not considered business associates of Purchaser.

Performance Measurement

Performance History

County may consider Contractor performance history in consideration of Service Recipient referrals and in termination or non-renewal decisions about this Contract. Contractor Performance Measures may be developed which reflect Service Recipient satisfaction, consumer feedback, compliance with Contract and/or Policies and Procedures, and Service Recipient outcomes, conformance with evidence based practices or required service protocols, or other performance domains. Purchaser reserves the right of non-renewal or early termination of contract for low referral or service activity or reallocation of funding to other services.

Reservation of Rights

Purchaser reserves the right to publish and distribute results of the Performance Measures or other Quality or Compliance review results and will encourage the consideration of Performance history in the selection of Contractor.

County reserves the right to establish and test for knowledge and competency standards related to Covered Services and/or Agreement requirements for Providers, Direct Service Providers, and Indirect Staff.

If substantial deficiencies are identified by Purchaser of Provider knowledge or competence in the delivery of services performed under the Scope of Work, Purchaser may require corrective action to correct the deficiencies. The Purchaser will monitor the Provider's performance and may use the results of this monitoring to evaluate the Provider's ability to provide adequate services to clients. If the Provider fails to meet contract goals and expected results, the Purchaser may reduce

Event # 19-0: Asphalt Paving Project MCDOT

or terminate the contract.

Assessing Performance in Delivery of Services

The Purchaser retains sole authority to determine whether the Provider's performance under the contract is adequate. The Contractor agrees to the following:

- A) The Provider shall allow the Purchaser's care manager and contracting staff to visit the Provider's facility or work site at any time for the purposes of ensuring that services are being provided as specified in the Plan of Care and the contract.
- B) Upon request by the Purchaser or its designee, the Provider shall make available to the Purchaser all documentation necessary to adequately assess Provider performance.
- C) The Provider will cooperate with the Purchaser in its efforts to implement the Purchaser's quality improvement and quality assurance program.
- D) The Provider shall develop and implement a process for assessing client satisfaction with services provided. The Provider shall report in a timely manner the results of its client satisfaction assessment effort to the Purchaser. The Purchaser reserves the right to review and approve the Provider's client satisfaction assessment process, and to require the Provider to submit a corrective action plan to address concerns identified in the review.
- E) The Provider shall cooperate with the Purchaser in implementing the Purchaser's program for assessing client satisfaction with services. The Purchaser reserves the right to require the Provider to submit a corrective action plan to address concerns identified in the review.
- F) The Provider shall submit all performance and other program reports as required in Contract or requested by purchaser.

Commodity Codes

Commodity Code	Description
30-12-16-01	Asphalt

Line Details

Line 1: BASE PROPOSAL S 81ST STREET TO SENDIKS EAST ENTRANCE

Description: BASE PROPOSAL S 81ST STREET TO SENDIKS EAST ENTRANCE -

- Based on the proposed pavement area of 775'x14'
- Mill and remove 4" of existing asphalt pavement.
- Place two 2" lifts of asphalt pavement using 4MT 58-28S DOT mix.

- Tack first lift prior to second lift. they will be providing a map and they can do a walk-through viewing as well.

Item: BASE PROPOSAL S 81ST STREET BASE PROPOSAL S 81ST STREET TO SENDIKS EAST ENTRANCE

Long Item Description: BASE PROPOSAL S 81ST STREET TO SENDIKS EAST ENTRANCE -
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Event # 19-0: Asphalt Paving Project MCDOT

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Commodity Code: 30-12-16-01 Asphalt

Manufacturer Code: NONE

Manufacturer Number: BASE PROPOSAL S 81ST STREET TO SENDIKS EAST ENTRAN

Quantity: 1.0000

Unit of Measure: JOB

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: Yes

Add On Charges Allowed: No

East Bound Far Right Lane including curb pan on 7900 block of Layton Ave. approximately 775'x14' (10,850 ft²)

- Mill and remove 4" of existing asphalt pavement.
- Place two 2" lifts of asphalt pavement using 4MT 58-28S DOT mix.
- Tack first lift prior to second lift.

