



REQUEST FOR PROPOSAL: RFP 643

Early Intervention Program in Low-Achieving Elementary Schools

This request for proposal consists of 21 pages beginning with this one.

Milwaukee Public Schools ("MPS") is soliciting competitive sealed proposals from qualified professional firms to provide an early intervention program in 35 low-achieving elementary schools complying with all terms and conditions described in this document.

Proposals will be accepted no later than 2:00 P.M. Central Time, July 27, 2009. Proposals received after this time will not be accepted.

Mark all documents **RFP 643**. Mail or deliver all proposals and accessory documents to:

MILWAUKEE PUBLIC SCHOOLS
PURCHASING-ROOM 1
5225 WEST VLIET STREET
MILWAUKEE WI 53208

Proposals must be manually signed on this MPS form in the space provided below.

Submit 7 sets of your proposal. Please clearly mark the original copy as "ORIGINAL" on the cover.

I have read the terms and conditions of this RFP and submit for consideration the attached proposal and exhibits.

The fees and costs in this proposal have been arrived at independently, and have not been divulged, discussed, or compared with the proposals of other respondents. No attempt has been made nor will be made to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

I acknowledge I have read and understand the HUB participation requirement, and that any proposed HUB participation is binding, real, and substantial as defined in Section 1.5.

I acknowledge that there is no conflict of interest as defined by Section 3.11 unless otherwise expressly disclosed by attachment to this page.

Company Name

Company Telephone Number

Company Address

Company Fax Number

City, State, Zip Code

Authorized Signer's Full Name and Title

Authorized Signature

Date

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MILWAUKEE PUBLIC SCHOOLS

RFP – 643

Early Intervention Program

1.0 REQUEST FOR PROPOSAL OVERVIEW

Project Name: Early Intervention Program

RFP Number: RFP 643

RFP Release Date: July 6, 2009

RFP Due Date: July 27, 2009

1.1 Definitions

Commercially Useful means the goods and/or services to be provided by the HUB firm are a direct function of the Scope of Services described in the RFP.

Contractor means each successful respondent awarded a contract.

DDCE means Division of Diversity & Community Engagement.

District means the Milwaukee Public Schools.

HUB (“Historically Underutilized Business”) means a for-profit business that is 51% or more owned, controlled, and managed by minority, women, disadvantaged, emerging, small or other MPS-targeted business owners who have been certified as such by an MPS-recognized agency.

MPS means the Milwaukee Public Schools.

Proposer/vendor/respondent means a firm submitting a response to this RFP.

RFP means Request for Proposal

Student Engagement means a method of further educating MPS students through required MPS contractor involvement in career education and employment opportunities for students.

1.2 Scope of Services Sought

Vision

MPS will continue to bridge the gap between school and home by providing ongoing opportunities for parental involvement at the school and district level. Research has proven that a positive connection between school and home contributes to increased student achievement.

Support of Working Together Achieving More, the MPS Strategic Plan

Strategic Area II: High-Performing Schools and Classrooms

Strategic Goal # 2: School communities work together for improvement in academic achievement

Strategy #/1: Increase parent/guardian involvement in their children’s education.

Background

On June 4, 2009, the Milwaukee Board of School Directors approved use of American Recovery and Reinvestment Act (ARRA) funds to improve parental involvement in the early grades.

Since 2004, Milwaukee Public Schools has been promoting the use of the National Standards for Parent/Family Involvement Program. The district aligns its parent involvement work to the Epstein model. Quality indicators for each standard area help to identify expectations for high performance in each standard area. These standards are based on Joyce Epstein’s “Keys to Successful Family-School Community Partnerships” models. The standards are listed below:

- **Communication** - Communication between home and school is regular, two-way, and meaningful.
- **Parenting** – Parenting skills are promoted and supported.
- **Student Learning** – Parents play an integral role in assisting student learning.
- **Volunteering** – Parents are welcome in the school and their support and assistance are sought.
- **School Decision-Making and Advocacy** – Parents are full partners in the decisions that affect children and families.
- **Collaborating with Community** – Community resources are used to strengthen schools, families, and student learning.

The district is seeking proposals from qualified organizations to deliver parent involvement services at 35 low achieving elementary schools designed to accomplish the following:

- Develop/identify and implement a research-based school readiness and family involvement models for parents and their preschool through 3rd grade children, at home and at school, based on identifying the “The Keys to Successful School-Family-Community Partnerships” Epstein’s Six Types of Involvement which are listed above.
- Increase communication with, and outreach, to the participating parents of students to affect parental involvement in children’s education; and as a result.
- Improve the school readiness of participating preschool through 3rd grade children as measured by a district identified measurement tool
- Improve the overall academic achievement of participating students at the school.
- Increase parental/family participation in the school community as measured by positive responses by parents on the School Climate Survey.

✓ The project timeframe is August 1, 2009 through June 30, 2011. The initial contract with the vendor will be for a one year period, with a potential one year extension based on a review of the first year’s implementation.

✓ Funding for the implementation of this model will come from the federal American Recovery and Reinvestment Act (ARRA) of 2009 (i.e.: federal stimulus funding).

1.3 Qualifications & Eligibility of Vendors

Vendors must be able to demonstrate, on demand, that they have the financial support, assets, and organization to provide the products and services required in this RFP. The District may consider evidence of financial and technical qualifications in making the award. The vendors must have had experience and a successful record of implementing a research-based model on early interventions for parents with preschool through 3rd grade.

1.4 Pricing

Respondents to this RFP must clearly state their firm’s pricing structure. Travel and out-of-pocket costs attributable to the vendor should be included in the vendor’s billing rates, as MPS does not reimburse directly for these costs. All fees, charges, billing rates, etc. must be explained in detail. Payments must be tied to performance or deliverables, which should be clearly identified. MPS does not pay in advance for services.

1.5 Division of Diversity & Community Engagement (DDCE) Requirements

In educating the children and youth of Milwaukee, MPS is also a primary purchaser of goods and services in the Milwaukee marketplace. MPS believes it is obligated to display in its own operations the values of excellence, diversity, and economic responsibility that it strives to teach its students.

To that end, many MPS contracts require the use of Historically Underutilized Business (HUB) firms and the engagement of the MPS contract awardee in Student Employment and/or Student Career Education activities.

The HUB and Student Engagement “SE” requirements are listed below.

If both the HUB and SE requirements are zero, **Appendix C** is the only form to be completed. Appendix C is the Prime Vendor Information Sheet, and should be completed by all respondents. This information will not be used in making any award and is kept solely for statistical reporting purposes to the Board of School Directors.

Historically Underutilized Business (“HUB”) Requirements

HUB firms are defined as for-profit businesses 51% or more owned, controlled, and managed by minority, women, disadvantaged, emerging, small or other MPS-targeted business owners who have been certified as such by an MPS-recognized agency. MPS has an annual HUB participation goal equal to 35% of all applicable purchases. Contact DDCE for other eligible considerations.

The HUB participation requirement for this RFP is 25% of total contract dollar amount.

Appendix B must be completed only if a HUB requirement is assigned to this RFP.

ALL HUB PARTICIPATION MUST BE COMMERCIALY USEFUL TO THIS PROJECT. The HUB requirement may be met in several ways: (1) by identifying yourself as a certified HUB vendor who intends to perform a minimum of the required HUB participation for this RFP; (2) by engaging in a joint venture with a certified HUB firm(s); (3) by subcontracting with a certified HUB firm(s); or (4) by making second-tier purchases from a certified HUB firm(s). Respondents are free to meet HUB participation requirements with any certified HUB vendor as long as proof of certification is provided. You may also contact the DDCE Office for a list of MPS-registered, HUB firms.

A HUB Utilization Plan, attached as Appendix B, must be completed to document how you expect to meet the HUB requirement for this project. This will become a binding part of the contract. Failure to return the HUB Utilization Plan will result in your proposal being deemed non-responsive and ineligible for consideration. MPS reserves the right to award a contract to the vendor who submits a meaningful utilization plan that provides a real opportunity for HUB involvement.

Student Engagement Program

The Student Engagement Program seeks to maximize MPS Contractor involvement in career education and employment opportunities for students. The anticipated results are young people who are able to make better career and post-high school education choices that ultimately have a positive effect on our local business community. This program component consists of specific requirements for Contractors to engage in: (1) career education activities that directly involve MPS students, and/or (2) fulfill paid student employment hours that provide MPS students with an actual work experience. **Must be MPS students registered through the DDCE.**

A. Qualified Recipients

Career Awareness and Education Activities: (1) any MPS school site or (2) other DDCE approved options in the District.

Student Employment Requirement: (1) junior and senior high school students currently enrolled in an MPS school, or (2) with prior authorization from DDCE, students who have graduated from an MPS high school not more than twelve (12) months from their date of matriculation who are not COIN-certified.

B. Student Engagement Requirements

1. All vendors shall provide assigned hours of career education activities on each contract unless otherwise specified in the bid document. Contractors are allowed two (2) hours of preparation time per MPS project.
2. If a project is required to have student employment, MPS shall designate, prior to bid, the total MPS student hours of employment required. The successful bidder will be required to commit to providing a meaningful employment experience for one or more MPS students. Under no circumstances shall students work under conditions that, using reasonable standards, would be considered a hazardous work environment.

C. Program Specifications

1. Career Awareness and Education activities include but are not limited to the following:
 - a. Classroom presentations at MPS project sites or various Contractor career-specific activities.
 - b. Full classroom or small interest group tours of office environments and/or “outside the fence – street level” construction site(s) tours to provide an orientation to potential careers and the education related skill involved in those careers.
 - c. Classroom skill development project activities in conjunction with teacher lesson plans, i.e. math, science, reading, writing, etc.

- d. Required orientation and participation in preparation training for student hire.
- e. Required participation in the student selection process (interviewing).
- f. Other DDCE approved Contractor provided options.

2. Student employment participation can include, but is not limited to the following activities:

- a. Student summer employment placement (full-time/part-time).
- b. Student after school and weekend placement (20 hrs/wk max) where appropriate.
- c. Placement with a sub-tier Contractor on the project.
- d. Alternative placement at various MPS Central Services sites or community agencies when the Contractor's place of employment is beyond the transportation resources of available students. In such cases, the Contractor maintains responsibility for the student's wages as well as ensuring a reasonably safe and meaningful work experience. All alternative work assignments require DDCE approval.
- e. Other DDCE approved Contractor provided options.

D. Student Engagement Sanctions

MPS shall withhold funds from the next pay request when Student Engagement requirements are not met. Contractors with questions about the Student Engagement Program should contact the Division of Diversity & Community Engagement.

The Student Engagement Requirement for this RFP is:

0 hours of Student Employment

0 hours of Career Education

Appendices D, E and Schedule H1 must be completed only if Student Engagement is a requirement of this RFP.

2.0 ABOUT MILWAUKEE PUBLIC SCHOOLS

It is expected that successful vendors will establish a strong partnership with MPS. As a strong partner, successful vendors will need to become fully acquainted with the business of MPS: Educating Milwaukee's children.

2.1 Profile of the District

The Milwaukee Public Schools serves over 83,000 preschool through grade 12 students in 203 schools. Schools are a mix of traditional elementary, K-8, middle, and high schools, plus non-traditional schools with grades ranging from elementary to high, as well as charter and alternative/partnership schools. In addition, the District has early childhood programs and Head Start.

2.2 The District's Mission

Milwaukee Public Schools educates all students for success in higher education, careers and responsible citizenship so that MPS is the first choice for families.

2.3 Vision Statement

Milwaukee Public Schools will be among the highest-performing urban public school districts in the country, providing rigorous, high-quality learning opportunities for students. Schools will enable lifelong learning among students, families, educators and other staff focused on continuous improvement. Teaching will be child-centered, based on research-proven methods, and aligned to high academic standards; it will meet the learning needs of individual students. The District, its schools, and its employees will be accountable for measurable gains in student achievement.

Schools will be safe centers of community activity that are welcoming, well maintained, and accessible. Children will be provided maximum educational opportunities to become responsible citizens who make positive contributions to their communities. The District and its schools will strengthen partnerships with families and those in the community who influence and affect students and families.

The District's core beliefs serve as the foundation for making decisions throughout MPS. These beliefs include:

- Children come first.
- The classroom is the most important place in the district.

- Leadership and accountability are keys to our success.
- Central Services supports student achievement.
- Families are valuable partners.
- Community partnerships add value.

2.4 Strategic Areas and Goals

I. Student Success Through Academic Achievement

Goal 1: Students meet and exceed Wisconsin academic standards and graduate prepared for higher education, careers and citizenship

II. High-Performing Schools and Classrooms

Goal 2: School communities work together for improvement in academic achievement.

Goal 3: Leaders and staff demonstrate continuous improvement through focused professional development.

Goal 4: School staffs are accountable for high quality teaching and learning, measurable gains in student achievement and fiscal responsibility.

Goal 5: School staffs are supportive and responsive to students and families.

III. District and community Support

Goal 6: The District is accountable for measurable results

Goal 7: The District's Central Services departments support student learning.

Goal 8: The District builds partnerships to support student achievement.

3.0 INSTRUCTIONS TO THE VENDOR

3.1 MPS Contacts

If you have questions regarding this Request for Proposal, please contact one of the following:

RFP Procedures	James Wegman Procurement Manager	(414) 475-8348 (Office) (414) 475-8104 (fax) wegmanjp@milwaukee.k12.wi.us
HUB/Student Engagement Requirements	Renee Taylor, Manager Division of Diversity & Community Engagement	(414) 438-3622 (Office) (414) 438-3662 (Fax) taylorry@milwaukee.k12.wi.us
Insurance Requirements	Chris Toth Director Insurance & Risk Management	(414) 475-8556 (Office) tothcm@milwaukee.k12.wi.us
All substantive RFP questions	Ann Terrell Director - Division of Early Childhood Education	(414) 475-8528 (Office) (414) 475-8737 (Fax) terrelam@milwaukee.k12.wi.us

3.2 General Instructions

The information provided herein is intended to assist interested vendors in the preparation of a proposal. It provides sufficient basic information to understand the District's current operating environment.

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document as soon as they become aware of them. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should immediately notify the individuals identified in Section 3.1 of such error and request a modification or clarification of the RFP document. Only those District agents listed in Section 3.1 are authorized to interpret the RFP. MPS shall not be responsible for interpretations offered by other employees of the District.

All questions must be submitted in writing by email to James Wegman at the email address above. Only questions submitted in writing prior to the deadline noted in Section 3.12 will be answered. Substantive responses will be documented by way of addenda, which will be posted on the District's portal.

3.3 Addendum to RFP

In the event it becomes necessary to provide additional information, or to revise any part of this RFP, such information will be posted on the District's portal. In the event of conflict with the original RFP, addenda shall govern to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified. Respondents are encouraged to monitor the District's portal to ensure they learn about RFP addenda in a timely manner. **Addenda will not be mailed.**

The accuracy of the response is the sole responsibility of the vendor. No changes shall be allowed after the date and time the response is due.

An MPS evaluation committee will evaluate vendors' responses to each of the RFP requirements. Responses are to be formatted and tabbed in the form and sequence described in Section 4 of this RFP. Should evaluators be unable to locate a vendor's response to an RFP requirement, it may be evaluated as requirement not met.

3.4 How to Respond

The cover page of this RFP document contains specific instructions as to where and to whom your response should be addressed, the number of copies needed, the due date and cutoff time, along with other important instructions. Specific requirements of the responses are set forth herein in Sections 4.2 and 4.3.

3.5 Joint Proposals

MPS requires a single vendor contact for all RFP items. In the event a group of vendors elect to submit a single response, all participating vendors must be identified in the response, and a "primary vendor" must be assigned who will be responsible for negotiating all contractual matters.

MPS reserves the right to accept the primary vendor, but reject any secondary vendor. The primary vendor will have the option of withdrawing its bid, without penalty, or replacing the rejected subcontractor. A contract will be written with the successful primary vendor only.

3.6 Withdrawal of Proposals

Proposals may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead. Proposals may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. Vendors who withdraw their proposals during this period, may at the sole discretion of the District, be removed from any and all bid lists for a period of six months following the withdrawal.

3.7 Rejection of Proposals

MPS reserves the right to reject any or all proposals that are not responsive to the RFP, are outside the fiscal constraint, or are not in MPS' best interest.

3.8 Incurring Costs

There is no express or implied obligation of MPS to reimburse any individual or firm for any costs incurred in preparing or submitting responses; for providing additional information when requested by MPS; or for participating in any selection interviews and contract negotiations.

3.9 Confidentiality

All responses to this RFP become the property of MPS upon submission. The District may use the response for any purpose it deems appropriate.

All documents submitted will be subject to the Open Records law of the State of Wisconsin. Notwithstanding this, the vendor may request to designate information as "Confidential" or "Proprietary" on the Form attached as Appendix A.

3.10 Vendor Conduct

During the RFP window (the date from release of this RFP to final award), vendors are not permitted to contact any District employees or members of the Board of School Directors regarding this RFP unless with the permission of the District's designated contact persons identified in Section 3.1. No gratuities of any kind will be accepted including

meals, gifts, and trips, except as provided for as reference site visitations during finalist evaluations. Violation of these conditions will constitute immediate disqualification.

3.11 Conflict Of Interest

All vendors must disclose the name of any officer, director or agent who is also an employee of the District. All vendors must disclose the name of any District employee who owns, directly or indirectly, any interest in the vendor's business or any of its branches.

3.12 Calendar of Events

Activities, along with specific dates, must be completed as indicated below unless otherwise changed by the District. In the event the District finds it necessary to change any of the specified dates and times in the calendar of events, it will do so by issuing an addendum to this RFP.

Milestone	Date
Issue RFP	July 6, 2009
Deadline for Submission of Written Questions	July 17, 2009
Vendor Conference	N/A
Final Addendum Responding to Questions	July 20, 2009
Proposal Due Date	July 27, 2009

3.13 Evaluation Criteria

An MPS evaluation committee will be established. Each response will be reviewed, discussed, evaluated, and ranked by each of the committee members. Proposals will be ranked based on the following criteria:

Criteria	Description	Weight
HUB/Parent Involvement Requirements	Compliance with the HUB and Parent Involvement requirements set forth in section 1.5.	Pass/Fail
Qualification and experience	Vendor's ability and experience in providing early intervention strategies to parents of students from preschool through 3 rd grade.	35%
References	Satisfaction of past customers (excluding MPS)	25%
Responsiveness	Quality, clarity and completeness of proposer's work plan to meet the stated goals.	25%
Financial Capacity	Price of proposed services with initial evaluation based on hourly rates	15%

An MPS evaluation committee will be established. Each response will be reviewed, discussed, evaluated, and ranked by each of the committee members. Proposals will be ranked based on the following criteria:

Note that for the highest-ranking scores, references will be contacted and may be used to further refine criteria scores.

Proposals should be complete on their face. MPS reserves the right to adjust the evaluation criteria prior to the opening of responses. After opening of responses, MPS reserves the right to waive irregularities in any proposal, to request clarifying information it deems appropriate from one or more respondents, to request supplemental information from all of the respondents, and to factor any additional information into the evaluation. MPS may or may not require oral presentations of a group of finalists, in person or on the telephone and may request further information from those finalists.

3.14 Negotiations/Award

MPS may, at its sole option, open negotiations with the highest ranked vendor after the proposal closing date and prior to award. MPS also reserves the right to open negotiations with the second highest-ranked vendor if negotiations with the highest ranked vendor are not successful. MPS reserves the right to delete or add services until the final contract signing.

A contract will be awarded to a responsible and responsive vendor whose proposal is most advantageous to MPS with price and other factors considered. For the purposes of this RFP, responsiveness is defined as a vendor's conformance to the requirements of the solicitation. Being non-responsive includes the failure to furnish information requested.

Responsible vendors are defined as vendors judged to have the ability to perform successfully under the terms of the contract. A responsible vendor has adequate financial resources or the ability to obtain such resources; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organizational and technical skills.

MPS reserves the right to determine which vendor, in its sole judgment, best meets the District's needs. Contract awards are subject to review by the MPS Superintendent. Notification of award will be accomplished by posting the name of the recommended awardee on the MPS portal.

3.15 Tax Exemption

MPS is exempt from sales and use tax by state statute.

3.16 Cost Proposal To Remain Open

All vendors agree to hold their cost proposal open for a minimum of six (6) months after the proposal closing date.

4.0 PREPARING AND SUBMITTING A PROPOSAL

4.1 General Instructions

The evaluation and selection of a vendor will be based on the information submitted in the vendor's response. Elaborate proposals (*i.e.* expensive artwork) beyond that sufficient to present a complete and effective response, are not necessary or desired. The response should not exceed 14 pages. Additional data can be provided in appendices. Quality, not quantity, is desired.

Responses not following the form outlined below will not be considered.

4.2 Submission of the Response

Respondents must submit 7 sets of your proposal. Please clearly mark the original copy as "ORIGINAL" on the cover:

Milwaukee Public Schools
Purchasing Services
5225 W. Vliet St., Room 1
Milwaukee WI 53208

All proposals will be time-stamped using the time clock in the Purchasing Office. Proposals not stamped will not be accepted. **Receipt of a proposal by the District mail system does not constitute receipt of a proposal by the Purchasing Office for purposes of this RFP.**

All responses must be packaged, sealed, and show the following information on the outside of the package: Respondent's name, address, and the request for proposal number and title.

4.3 Response Organization

PART 1: Contact Information and Terms

A vendor representative authorized to make contractual obligations should sign the MPS cover page and submit this as Section 1 of the response. Please include all contact information.

Note that by signing the cover page you are acknowledging and accepting the terms outlined in the RFP. Any exceptions to the general terms and conditions of the MPS contract must be explicitly set forth by a letter attached to the cover page.

PART 2: Vendor Qualifications and References

Provide a brief description of the vendor, including history; number of years the vendor has been in business; type of services provided; financial strength; and legal status of vendor organization, i.e. corporation, partnership, etc.

Describe successful projects or experiences in environments comparable or greater in size to MPS.

Please provide brief resumes and relevant work experience of all team members or partners who would be assigned to work on the project.

List your firm's proven track record as well as the names of the individual(s) you would propose MPS contact for references. Provide three client references together with phone numbers and company names and addresses.

MPS reserves the right to contact or visit any party listed as a reference that has previously used, or is presently using your products or services in a manner similar to those proposed by the vendor. MPS also reserves the right to use other sources to obtain information about the proposed products and services.

PART 3: RFP Response (Excluding Price)

Indicate how you propose to meet or exceed the scope of service set forth in

PART 4: RFP Response (Price Information)

Fixed price structure (see Section 1.4). Indicate clearly how pricing is being determined (books, license, professional development, etc.).

PART 5: DDCE

If a HUB requirement has been assigned, vendors must submit a HUB Utilization Plan attached as Appendix B. If a Student Engagement requirement is assigned, Appendices C, D, E, and H1 may be required. **If both HUB and Student Engagement requirements are assigned, BOTH must be addressed in the response.**

PART 6: Prime Vendor Information Sheet

Regardless whether there is a HUB engagement requirement, submit the Prime Vendor Information Sheet (Appendix C). This information will not be used in making an award and is kept solely for statistical reporting purposes.

PART 7: Designation of Information as "Confidential" or "Proprietary"

If necessary, please fill out and submit Appendix A.

PART 8: Additional Materials, Brochures, Etc.

Materials added to this section will not count towards the stated page limit size of this RFP. Please only include relevant and necessary information.

5.0 GENERAL TERMS AND CONDITIONS

The contractual requirements of the District are detailed below. **Vendors will be expected to meet all of these contractual requirements.** MPS will require proof of compliance with these terms and conditions prior to execution of a contract. If a vendor cannot meet these terms and conditions, the vendor should not submit a proposal. Vendors who take exception to any term or condition stated by the District are instructed to prepare a contract exceptions document referencing the term or condition to which they take exception, and include this document in their proposal.

5.1 Terms of Agreement

Both this RFP and the responses submitted become part of the contract between the vendor and MPS. To the extent there is a conflict in terms, and that term is addressed in the contract executed between the vendor and MPS, the term set forth in the contract prevails. To the extent there is a conflict in terms, and that term is not addressed in the final contract, the terms set forth in the RFP prevail.

5.2 Length of Agreement

Any contract resulting from this RFP shall remain in effect for one year. Continuation of the contract beyond the initial period is subject to mutual agreement by the District and the vendor.

5.3 Audit of Pricing and Billing Procedures

MPS reserves the right to conduct periodic audits of pricing and billing procedures as well as other terms, conditions, and procedures of the contract entered into between the vendor and MPS.

5.4 Contract Compliance Assurance

Regulations: Vendors shall give all notices and comply with all laws, ordinances, rules, regulations and Lawful orders of any public authority bearing on the performance of the work.

Licensing and Permits: Vendors responding to this RFP are required to demonstrate valid possession of required licenses, and are expected to keep them in effect for the term of this contract.

Level of Business: MPS will award contracts **without** any guarantee, implied or otherwise, of the level of business any vendor will receive during any fiscal year.

5.5 Cancellation

In the event a vendor shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue unremedied for a period of ten (10) days after written notice to the vendor, MPS may, at its option and in addition to all other rights and remedies which it may have, terminate the agreement and all rights of the vendor under the agreement. Failure to maintain the required certificates of insurance, permits, licenses and/or bonds will be cause for contract termination.

5.6 Designation of Subcontractors

The contract may not be assigned or subcontracted, in whole or in part, without the express, written permission of MPS.

5.7 Headings

All headings and titles used in contractual documents exist for the purposes of document organization and reference and shall not be considered a term or condition of any agreement entered into by the Vendor and the District.

5.8 Consent to Breach is Not a Waiver

The consent to a breach of any term or condition of this agreement by either party shall not be considered a Waiver of such term or condition nor shall such breach be considered consent to a subsequent breach.

5.9 Governing Law

The provisions of the contract shall be constructed in accordance with the laws on the State of Wisconsin.

5.10 Insurance

The District's contract language requires that a Contractor agree that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. A Contractor is required to maintain insurance coverage including, but no limited to, Worker's Compensation, Employers' Liability, Commercial General Liability, Product Liability, Contractual Liability, Professional Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The minimum levels of insurance that MPS requires from a Contractor are:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 per occurrence/\$500,000 aggregate*
Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate*
Professional Liability	\$2,000,000 per occurrence*
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$4,000,000 per occurrence

*Or such higher limits sufficient for these insurance policies to be scheduled under the Umbrella policy.

MPS must be named as an additional insured under Contractor's commercial general liability insurance including product liability insurance and umbrella liability insurance. The certificate of insurance or policies of insurance evidencing all coverages must include a statement that MPS will be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor's insurers providing the coverages required by

MPS for the duration of this contract. Insurance companies must be acceptable to MPS and must have a current A.M. Best rating of A- or better.

Documentation of insurance in the form of Certificates of Insurance will be required to be submitted prior to the award of the contract. Documentation is not required at the time of RFP response. In your proposal, indicate whether or not you will be able to obtain the required coverages and meet the specified terms and conditions.

5.11 Indemnification

The Contractor will be required to defend, indemnify and hold harmless MPS, its agents, board members, officers, and employees ("indemnities") from and against any and all actual or alleged claims, demands, actions, causes of action, injuries, personal injuries, contingent liabilities or damages and reasonable attorney fees. An indemnity's recovery is not limited due to the fact that MPS is named as an additional insured under any of the Contractor's insurance policies. The Contractor is solely responsible for any payment of any deductible or retention under its insurance policies.

5.12 Nondiscrimination

Contractors must not discriminate or deny participation in any program or activity on the basis of a person's sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional/learning disability or event location. Contractors shall comply with all state and federal regulations.

5.13 Other Requirements

1. MPS has a Livable Wage policy that requires Contractors to pay their employees a minimum of \$7.70 per hour for any and all work performed directly or indirectly for MPS.
2. MPS encourages its Contractors to provide health and dental benefits to their employees.
3. Contractors and suppliers are obligated not to discriminate against any employee or applicant for employment because of race, color, religion, handicap, national origin, gender, age or socioeconomic status. This obligation 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.
4. Contractors and suppliers are obligated to comply with all requirements of the Americans with Disabilities Act.
5. Contractor stipulates that any purchase of apparel in excess of \$5,000.00 will be manufactured only by responsible manufacturers and any subcontract will contain this same requirement.
6. The Contractors certifies that neither the vendor, its principals; its sub-recipients or their principals; or any subcontractors or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689.
7. Contractors are advised that all District contracts are subject to all legal requirements contained in the District Purchasing Policy (3.09) and state and federal statutes. When conflicts between the RFP and other legal requirements occur, the highest authority shall prevail.
8. If HUB participation is required, vendor must submit a HUB Affidavit of Payment form with each invoice to MPS. This form identifies activity and payment information for each HUB vendor being utilized. Payment will not be processed without this form, and it must be approved by DDCE.

APPENDIX A

REQUEST TO DESIGNATE INFORMATION AS “CONFIDENTIAL” OR “PROPRIETARY”

The attached material submitted in response to RFP _____ includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Statutes., 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 bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, 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. Statutes 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

<u>Section</u>	<u>Page #</u>	<u>Topic</u>
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In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality or proprietary, and agrees to hold Milwaukee Public schools harmless for any costs or damages arising out of Milwaukee public schools agreeing to withhold the materials.

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

Company Name:

Signature of Authorized Representative:

Name and Title of Authorized Representative:

Date:

APPENDIX B

HUB Utilization Plan

Page 1 of 2

The Prime Vendor should use this form when there is a HUB participation requirement listed in Section 1.5. The form documents how the HUB requirement will be met and will become a binding part of the contract. If you are a prime vendor who is also a HUB vendor and will be providing services to meet a HUB participation requirement, you must fill this section out. Prime HUB's must identify the actual percentage of service/product they will provide. Only the percentage of service/product actually provided by the HUB prime will count toward HUB participation.

If you are a prime vendor who is not a HUB, list any contractors or vendors you will employ or partner with to fulfill the HUB requirement.

THIS SECTION MUST BE FILLED IN COMPLETELY. FAILURE TO LIST ALL HUB CONTRACTORS OR VENDORS MAY RESULT IN YOUR RESPONSE BEING DECLARED INVALID AND REMOVED FROM CONSIDERATION. IDENTIFICATION OF A HUB FIRM HERE INFERS PRIME HAS SPOKEN WITH HUB VENDOR AND BOTH ARE IN AGREEMENT WITH CONTINGENT COSTS AND SERVICES LISTED BELOW:

GIVE THE FOLLOWING INFORMATION FOR EACH HUB VENDOR. ATTACH ADDITIONAL SHEETS IF REQUIRED.

COMPANY NAME: _____

ADDRESS: _____

PHONE #: _____ EMAIL: _____

CONTACT PERSON: _____

PLEASE LIST TYPE OF WORK TO BE PERFORMED, WHICH MUST BE COMMERCIALY USEFUL TO THE SCOPE OF SERVICES OF THE RFP.

IS THIS A CERTIFIED FIRM? _____ Yes _____ No
(Include a copy of the current certification with your response)

CIRCLE WHICH TYPE OF FIRM: MBE, M/WBE, WBE, EBE, DBE, SBA-8A OR OTHER _____

DOLLAR AMOUNT OF HUB PARTICIPATION: \$ _____

PERCENT OF BID: _____ % Total HUB participation must be equal or greater than 25%

1. List the name, address, telephone number for the contact person of all HUB firms contacted to meet the HUB goals, excluding those listed above.
2. Please indicate any problems you had in meeting the HUB requirement for this RFP. Did you contact DDCE during preparation of this RFP?

The undersigned acknowledges that the HUB participation percentages are mandatory and failure to comply with them will render this bid response invalid and any contract made pursuant to it void.

This proposal is submitted by: _____
(Name of Bidder's Firm)

(Street Address) (City, State and Zip Code)

At Milwaukee, Wisconsin, this _____ day of _____ 2009

If a corporation, also answer the following:

Incorporated under the laws of which state? _____

AFFIX YOUR CORPORATE SEAL HERE: 

If you are incorporated outside of Wisconsin, are you licensed to do business in Wisconsin? _____

Print or type the name of the authorized signer:

Bidder Signature and Title:

APPENDIX C

Prime Vendor Information Sheet

Page 1 of 1

This form should be filled out by the PRIME vendor with prime vendor company information regardless of whether there is a HUB participation requirement listed.

Prime HUB's must identify, in Appendix B, the actual percentage of service/product they will provide. Only that percentage of service/product actually provided by the HUB prime will count toward HUB participation.

You are also encouraged to fill out additional forms for each of your subcontractors. The information in this appendix will be used for statistical reporting purposes only.

Are you a certified MBE firm? _____
YES NO Certifying Agency

Are you a certified M/WBE firm? _____
 YES NO Certifying Agency _____

Are you a certified WBE firm? _____
YES NO Certifying Agency

Are you a certified SBA-8A,
EBE, DBE firm? YES NO _____
Certifying Agency

Total number of all employees within your company: _____

Number of minority employees within your company: _____

Number of women employees within your company: _____

1. Please include a copy of each firm's [prime's and subcontractor's] Affirmative Action Statement.
2. Please provide the following information for each individual assigned as a team member on the MPS project (both prime vendor team and subcontractor team): Name, project assignment, ethnicity, gender, resident (r) or non-resident (nr) of Milwaukee, and hours/percent of project dollars.

<u>Name of Team Member</u>	<u>Project Assignment</u>	<u>Ethnicity</u>	<u>M/F</u>	<u>Resident/ Non-resident</u>	<u>% of Project Dollars</u>
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Division of Diversity & Community Engagement
6620 W. Capitol Dr., Rm. 204
Milwaukee, WI 53216
Phone: 414-438-3622
Fax: 414-438-3662

Appendix D
COMPLETION OF THIS FORM IS NOT REQUIRED FOR THIS RFP
EMPLOYER REQUEST FOR STUDENT EMPLOYMENT

Company name _____

Company address _____

City, state, zip _____

Company contact person _____

Contact person phone # _____ Contact person fax # _____

Contact person email address _____

* * * * *

Student Position Information

MPS project name _____ Number of required student employment hours _____

Location of student employment position _____

Number of available positions requested for this project _____

Length of employment - projected start date _____ projected end date _____

Days/hours of student employment position _____

Hourly rate of pay _____

Required age of student (minimum) _____

Will the location of this position be on a bus line? _____

Please give a description of the student employment position.

Will there be any lifting required for this position? (Circle one. If yes, indicate amount.) Yes _____ lbs. _____ No

* * * * *

Please contact Michelle Ryan at 414-438-3687
regarding your Student Engagement requirement.
Fax form back to 414-438-3662.



Division of Diversity & Community Engagement
6620 W. Capitol Dr., Rm. 204
Milwaukee, WI 53216
Phone: 414-438-3622
Fax: 414-438-3662

Appendix E

STUDENT EDUCATION AND CAREER AWARENESS PLAN

COMPLETION OF THIS FORM IS NOT REQUIRED FOR THIS RFP

Complete form to the best of your ability for submission with RFP. An updated form may be submitted with more detail upon contract award.

Date _____

Company _____

Company contact name _____

Phone _____ Fax _____

Email _____

Project location _____ Project type _____

Project Hours Required _____

School contact name _____

Please provide a detailed description of your education plan for this project.



SCHEDULE H1
Student Employment/Career Education Commitment
Professional Services & Contractors
COMPLETE ALL EXCEPT EMPLOYMENT SECTIONS

MPS Site

Project/RFP

I hereby declare and affirm that I,

Name

Title

am a duly authorized representative of

Company name

located in:

State

County

City

and that I have personally reviewed the material and facts describing our proposal regarding student employment and education. I agree to participate in an orientation and provide the education and employment partnership experience(s) contained herein.

OPTIONS

Please place an "☑" in at least one of the "major category" boxes below to indicate how your organization plans to fulfill your Student Engagement partnership commitment.

EMPLOYMENT

- ☐ After school work
☐ Summer work
☐ Contractor provided option
(Please provide description.)

EDUCATIONAL CAREER AWARENESS EXPERIENCE ¹

- ☐ Classroom skill development/project activity
☐ Student group tours/observations – job site
☐ Classroom panel presentation/demonstration
☐ Classroom presentation – industry awareness
☐ Contractor provided option (Please provide description.)

Note 1: This is a 10 hr. requirement unless otherwise specified in the project specifications. Prep time is allowed toward this value.

EDUCATION/EMPLOYMENT IMPLEMENTATION PLAN

Part I -- Employment: (Use additional pages if necessary.)

Month	1	2	3	4	5	6	
Number of student employment hours							

If no employment requirement, please check. _____

Part II -- Education/Career Awareness: (Use additional pages if necessary.)

Provide the name of the education/employment partnership liaison contact at your firm.

Contact Person

Phone

Fax

E-mail

Signature of Authorized Company Officer

Title

Date

DDCE Manager or designee initial and date to show this form has been reviewed and approved. [] _____

9-30-08

