



# **MILWAUKEE COUNTY**

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

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

**ISSUED NOVEMBER 2008**

DEPARTMENT OF HEALTH AND HUMAN SERVICES



# Milwaukee County

## Housing Division

DATE: November 18, 2008  
TO: Interested Parties  
FROM: James M. Hill, Division Director  
Milwaukee County DHHS Housing Division  
RE: **Request for Proposals – Housing Choice Voucher/Project-Based Rental Assistance**

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

The County's primary housing focus is on developing decent, safe and affordable permanent housing units combined with support services ("supportive housing") for low- and extremely low-income individuals and families living in Milwaukee County who are disabled by severe and persistent mental illness, are served by the County's behavioral health system, and are either homeless or at risk of homelessness.

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

Copies of the **Request for Proposals** may be obtained at the Office of the Contract Administrator, Milwaukee County DHHS, 1220 W. Vliet Street, Suite 109, Milwaukee, WI 53205 or via the Internet at <http://county.milwaukee.org/RFPInformation111327.htm> beginning on Monday, November 24, 2008 at 9:30 a.m. Proposals submitted in response to this invitation will be due at the Office of the Contract Administrator by no later than 4:30 p.m. on **Monday, December 15, 2008**.

All proposers must complete and file a Notice of Intent to Respond by **Monday, December 1, 2008** via email ([jim.hill@milwcnty.com](mailto:jim.hill@milwcnty.com)), fax (414-289-6844) or drop completed forms at DHHS Contract Administration, 1220 W. Vliet St., Suite 109, Milwaukee, WI 53205.

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

A handwritten signature in cursive script that reads "James M. Hill".

James M. Hill, Division Director

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**NOTICE OF INTENT TO RESPOND**  
**Milwaukee County**

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

To participate in this RFP return this form and **written questions (if any)** to: Jim Hill of the Milwaukee County Department of Health and Human Services, Housing Division, via fax (414-289-6844) or email at [jim.hill@milwcnty.com](mailto:jim.hill@milwcnty.com) on or before **December 1, 2008**.

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contact Telephone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

**1. SCOPE OF PROPOSAL/INTRODUCTION**

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

The County’s primary housing focus is on the development of housing opportunities combined with support services (“supportive housing”) for low- and extremely low-income individuals and families (hereinafter “families”) in Milwaukee County who are disabled by severe and persistent mental illness. The County invites responses from developers, collaborating wherever possible with qualified providers of services, proposing projects whose development or preservation will result in significant positive community impact and the expansion of decent, safe and affordable housing opportunities for families with severe and persistent mental illness within the county of Milwaukee.

Project-Based Section 8, known herein as Project-Based Rental Assistance, is a U.S. Department of Housing and Urban Development (HUD) rental assistance program that aids low-income families through the attachment of rental subsidies to single and multifamily housing units. The rental subsidy is paid by the County through HUD and reduces an eligible family’s monthly housing costs typically to no more than 40% of adjusted monthly income. The County is authorized to use up to 20% of its allocated Housing Choice Voucher Program subsidy for a project-based assistance program. The County seeks to meet the agency’s local goals, as outlined in the County’s Administrative Plan, with the award of a limited number of project-based assistance vouchers.

## **2. RFP INFORMATION**

The Manager for this RFP is Jim Hill.

**Address:**

Marcia P. Coggs Human Services Center  
Milwaukee County Department of Health and Human Services  
1220 W. Vliet Street, Suite 301-A  
Milwaukee, WI 53205  
Tel (414) 289-5949  
Fax (414) 289-6844  
Email [jim.hill@milwcnty.com](mailto:jim.hill@milwcnty.com)

### **RFP Information**

Notification of this RFP will appear in the *Milwaukee Business Journal* and the *Milwaukee Journal-Sentinel* newspapers during the month of November 2008. All applicants must certify that no member of the development team, proposed management team or any proposed contractor or subcontractor is currently subject to any pending or active debarment action by HUD or any other federal or local government agency. Application packets for this Request for Proposal (RFP) may be obtained via:

- a. Pick up at the Office of the Contract Administrator, Milwaukee County DHHS, 1220 W. Vliet Street, Suite 109, Milwaukee, WI 53205 from 9:30 AM CST on November 24, 2008.
- b. Download from the Internet at <http://county.milwaukeecounty.org/RFPInformation111327.htm>.

### **Pre-Proposal Conference/Inquires**

A pre-proposal conference will be held on Wednesday, December 4, 2008 at 11:00 a.m. at the Coggs Human Services Center, 1220 W. Vliet Street, Room 301-C, Milwaukee, WI 53205, in order to answer questions and provide any needed clarification for prospective proposers. The purpose of the informational meeting is to provide clarification to all questions received and if necessary, allows Proposers to ask additional questions. While participation in this Pre-proposal Meeting will **not** be a prerequisite to submitting a Proposal, Proposers who intend to submit a Proposal are strongly encouraged to do so. Any answers provided to questions during and before the Pre-proposal Meeting will be considered drafts, and will be non-binding. Only the final answers to the questions posted on Website after the Pre-Proposal Meeting and identified as “Final” will be considered official. No written questions will be addressed after December 1, 2008.

The final document with all of the questions and answers will be posted on the Website: <http://county.milwaukeecounty.org/RFPInformation111327.htm> as soon as possible after the pre-proposal conference.

## SECTION 2 – RFP INFORMATION

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All other inquiries about the RFP must be made in writing to the DHHS Housing Division, Attn: Jim Hill at [Jim.Hill@milwcnty.com](mailto:Jim.Hill@milwcnty.com) Potential proposers who download the RFP from the Internet will be responsible to download and submit with their RFP any addendums to this RFP, if applicable.

### INQUIRIES, QUESTIONS AND RFP ADDENDA

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

Proposers must submit their Notice of Intent to Respond and questions via email to [jim.hill@milwcnty.com](mailto:jim.hill@milwcnty.com), fax at (414-289-6844) or deliver completed forms to the Housing Division at the above address on or before **December 1, 2008**. **All questions must cite the appropriate RFP section number.** In addition, all questions should be submitted to [jim.hill@milwcnty.com](mailto:jim.hill@milwcnty.com) via email.

It is the intent of the County that these questions will be answered and posted on: <http://county.milwaukee.org/RFPInformation111327.htm> on or before **December 5, 2008**. All Proposers who send in a Notice of Intent to Respond form will receive an email with a copy of the questions and answers, only if email address is provided.

In the event that a Proposer attempts to contact, orally or in writing, any employee or representative of Milwaukee County other than Jim Hill on any matter related to the proposal, the vendor may be disqualified.

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

The Housing Division reserves the right to waive or change any portion of this RFP as it serves the interests of Milwaukee County. Any revisions to this proposal request shall be made in the form of an official addendum issued by Milwaukee County. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, addenda will be posted to Website:

<http://county.milwaukee.org/RFPInformation111327.htm>. **Proposers must check the website for posted addenda; they are encouraged to check daily.**

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

## SECTION 2 – RFP INFORMATION

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

### REASONABLE ACCOMMODATIONS

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

### ESTIMATED TIMETABLE FOR RFP

The key RFP dates are outlined in the table below titled “RFP Schedule.” In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed, it will do so by issuing an addendum to this RFP **which will be posted to Website at: <http://county.milwaukee.org/RFPInformation11327.htm>.**

Proposals are due by **4:30 PM CST on December 15, 2008.**

#### RFP Schedule

RFP Milestones	Completion Dates
RFP issue date	November 24, 2008
Notice of Intent to Respond due & Question Due	December 1, 2008
Informational Meeting	December 4, 2008, 11 a.m.
Written Q&A posted to website	December 5, 2008
Written Proposals due	December 15, 4: 30 PM CST

### SUBMITTING THE PROPOSAL

Completed responses must be received no later than **4:30 PM C.S.T., Monday, December 15**, at the Marcia P. Coggs Human Service Center, Contract Administration Office, 1220 W. Vliet Street, Suite 109, Milwaukee, WI 53205. Late proposals will be rejected.

Proposer must submit proposal on 8 ½ x 11 paper. An unbound original and five (5) copies (a total of six) Copies of the proposal must be submitted in a sealed mailing envelope or package with the responder’s name and address clearly written on the outside. Also include the name and phone number of the person who is authorized to act on behalf of the Proposer. The envelope should be addressed to **“Housing Choice Voucher/Site-Based Assistance, Attn: Jim Hill”** and delivered to the address provided above. The submission package must be signed by a representative of the Proposer who is legally authorized to affix the organization’s corporate seal to these documents. In the absence of a corporate seal, the submission package must be notarized by a Notary Public.

**The County reserves the right to amend or withdraw this RFP at any time without notice or penalty.** If it becomes necessary to revise any part of this RFP, or if additional data are necessary for an exact interpretation of provisions of this RFP prior to the due date for Proposals, the RFP Manager will post addenda to the County website at:

<http://county.milwaukee.org/RFPInformation11327.htm>.

## **SECTION 2 – RFP INFORMATION**

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If such addenda issuance is necessary, the County reserves the right to extend the due date and time of Proposals to accommodate such interpretations or additional data requirements. The County will send an email to a Proposer who submitted a Notice of Intent to Respond informing the Proposer that a change has been made to the RFP. Proposers who download or pickup RFP material after the December 1, 2008 deadline for submission of Notice of Intent to Respond or who did not submit a Notice of Intent to Respond will not receive this email notification. Therefore, the **County encourages all Proposers to access the RFP on the County website daily** to ensure that Proposer is kept up-to-date on any and all changes to the RFP.

### **MODIFICATION OF PROPOSAL**

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

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

### **INCURRING COSTS**

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

### **RENEWAL/DATES OF PERFORMANCE**

Successful Proposers will execute a Housing Assistance Payment (HAP) contract for a term of up to ten (10) years. Execution of such an agreement allows the owner to reserve up to 25% of a subject building's total units for eligible program participants or, in the case of buildings in which elderly or disabled families receive supportive services, up to 100% of a subject building's total units for eligible program participants. At the end of the initial term, all agreements are renewable, with the mutual agreement of both the property owner and the County in one-year increments.

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

### **MISCELLANEOUS**

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

**3. PROPOSAL SELECTION AND AWARD PROCESS**

**3.1 PROPOSAL SCORING AND SELECTION PROCESS**

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

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

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

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

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

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

**3.2 EVALUATION CRITERIA**

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

**SECTION 3 – PROPOSAL SELECTION AND AWARD PROCESS**

	Ranking Factor	Maximum Number of Points
1	<p>Community Impact and Affordable Housing Preservation</p> <p>A maximum of 25 points may be awarded, divided between the following if applicable:</p> <ul style="list-style-type: none"> <li>a) Site is located in a neighborhood that has been recently impacted by the loss of assisted housing opportunities</li> <li>b) Site is located in a neighborhood experiencing redevelopment activities such as homeownership, other new or rehab rental unit development, business investment and municipal improvements.</li> </ul>	25
2	<p>Overall Project Feasibility</p> <p>A Maximum of 10 points may be awarded for each of the following:</p> <ul style="list-style-type: none"> <li>a) applications that demonstrate the firm commitment of all necessary project financing.</li> <li>b) applications with minimal administrative factors which could delay project completion and with no neighborhood, city, state or other regulatory conflicts. Examples of such delays include lack of site control, deficient staffing issues, legal conflicts involving the project, inadequate capital or a “clouded” deed. Examples of regulatory conflicts include zoning or building code conflicts.</li> </ul>	20
3	<p>Previous Experience</p> <p>A maximum of 5 points may be awarded for Item a) and a maximum of 10 points may be awarded for Item b) as follows:</p> <ul style="list-style-type: none"> <li>a) management team with demonstrated rental housing experience.</li> <li>b) management team with demonstrated assisted rental housing experience.</li> </ul>	15
4	<p>Unit Amenities</p> <p>A maximum of 5 points may be awarded for each of the following:</p> <ul style="list-style-type: none"> <li>a) minimal obsolescence issues in units and/or buildings. This may include unit updates recently completed or taking place within the next year.</li> <li>b) maximum unit amenities such as washer/dryer hook-ups, ceiling fans, separate utilities or updated appliances, private unit entrances, designated green space, designated parking, recent rehabilitation/updating, and other comparable features.</li> </ul>	10
5	<p>Site Amenities</p> <p>A maximum of 2.5 points may be awarded for each of the following:</p> <ul style="list-style-type: none"> <li>a) maximum site amenities such as on-site recreational facilities, on-site tenant services, on-site daycare, on-site management, on-site activities, on-site laundry facilities, on-site computer lab or on-site meeting space.</li> <li>b) proximity and/or access to other social services.</li> <li>c) educational opportunities offered on-site for adults and children.</li> <li>d) close and regular access to public transportation.</li> </ul>	10
6	<p>Promotion of City, County, and Neighborhood Goals</p> <p>A maximum of 10 points may be awarded, divided between the following as applicable:</p> <ul style="list-style-type: none"> <li>a) documentation that the preservation of the site meets the goals of the City of Milwaukee Consolidated Plan (if located within the City).</li> <li>b) documentation of support of the project plan from the local community council or neighborhood group in support of the project plan.</li> </ul>	10
7	<p>Proposer Interview (If necessary as determined by the County) – to be offered only to Proposer(s) whose applications are ranked with total scores of 50 or more points for all other scoring categories.</p>	10
<b>TOTAL POSSIBLE POINTS</b>		<b>100</b>

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

**3.3 AWARDS AND FINAL OFFERS**

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

**3.4 RIGHT TO REJECT PROPOSALS**

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

**3.5 NOTICE OF INTENT TO AWARD**

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

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

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

Marcia P. Coggs Human Services Center  
Milwaukee County Department of Health and Human Services  
1220 W. Vliet Street, Suite 301-A  
Milwaukee, WI 53205  
Tel (414) 289-5949

Proposers should schedule reviews with Jim Hill, Division Manager at (414) 289-5949.

**3.6 PROTESTS AND APPEALS PROCESS**

Notices of Intent to Protest, and Protests, must be made in writing. The protest must be as specific as possible and should identify deviations from published criteria or Milwaukee County Code of General Ordinances, Milwaukee County Board Resolutions, rules or other procedures that are alleged to have been violated.

### **SECTION 3 – PROPOSAL SELECTION AND AWARD PROCESS**

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The written Notice of Intent to Protest the Intent to Award a Contract must be filed with:

Mr. Cory Hoze  
Director, Department of Health and Human Services  
Marcia P. Coggs Human Services Center  
Milwaukee County Department of Health and Human Services  
1220 W. Vliet Street, Suite 301-B  
Milwaukee, WI 53205

and received in his office no later than five (5) working days after the “Notice of Intent to Award” is issued.

The decision of the director will be final and binding. The Housing Division may proceed to contract with the Proposer(s) selected even if an appeal is still pending, if it is in the best interest of Milwaukee County to do so.

The Housing Division will destroy all unsuccessful proposals after the period of Appeal has passed and if no appeal is pending at that time.

**4. MANDATORY REQUEST FOR PROPOSAL REQUIREMENTS**

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

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

**ACCEPTANCE-REJECTION**

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

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

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

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

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

**DEVIATIONS AND EXCEPTIONS**

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

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

**SECTION 4– MANDATORY REQUIREMENTS**

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**Re: Milwaukee County**

I am an officer and/or have the authority to bind our company to any and all contractual agreements with the contract holder.

I have reviewed our response to the bid/proposal specifications and certify that it is an accurate representation of our organization, capabilities, and proposed services, **and is in agreement with the RFP requirements except as stated or referenced below** (or on the attached page).

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**Company Name**

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**Signature**

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**Date**

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**Title**

**DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP**

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

**HOLD HARMLESS**

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

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

**PROPRIETARY INFORMATION**

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

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

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

## SECTION 4– MANDATORY REQUIREMENTS

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### SAFETY REQUIREMENTS

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

### Other Proposal Assumptions And Requirements

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

1. Assume a January 1, 2009 effective date.
2. Complete legal and regulatory compliance.
3. Ensure financial and organizational stability.
4. Provide draft copies of all contracts and agreements that will govern this arrangement.
5. Confirmation that the successful Proposer(s) shall hold harmless Milwaukee County with the assumption of liability, maintained by the Proposer for the negligence of the Proposer, its subcontractors and agents in performing their duties as related to the plan (form included in the Forms Section).
6. The successful Proposer(s) shall comply with insurance requirements as listed below and submit certification of same, with Milwaukee County Department of Health and Human Services named as the “Certificate Holder.”

### INSURANCE

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

Automobile insurance that meets the Minimum Limits as described in the Agreement is required for all agency/Contractor vehicles (owned, non-owned, and/or hired). In addition, if any employees of the Contractor will use their personal vehicles to transport Milwaukee County employees, representatives or clients, or for any other purpose related to the Agreement, those employees shall have Automobile Liability Insurance providing the same liability limits as required of the Contractor through any combination of employee Automobile Liability and employer Automobile or General Liability Insurance which in the aggregate provides liability coverage, while employee is acting as agent of employer, on the employee’s vehicle in the same amount as required of the Contractor.

**SECTION 4– MANDATORY REQUIREMENTS**

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

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

<b>Type of Coverage</b>	<b>Minimum Limits</b>
<b><u>Wisconsin Workers’ Compensation</u></b> or Proof of all States Coverage	Statutory
<b><u>Employers’ Liability</u></b>	\$100,000/\$500,000/\$100,000
<b><u>Commercial General Liability</u></b> Bodily Injury & Property Damage Incl. Personal Injury, Fire, Legal Contractual & Products/Completed Operations)	\$1,000,000 - Per Occurrence  \$1,000,000 - General Aggregate
<b><u>Automobile Liability</u></b> Bodily Injury & Property Damage All Autos - Owned, Non-Owned and/or Hired	\$1,000,000 Per Accident
Uninsured Motorists	Per Wisconsin Requirements
<b><u>Professional Liability</u></b> To include Certified/Licensed Mental Health and AODA Clinics & Providers And Hospital, Licensed Physician or any Other qualified healthcare provider under Sect 655Wisconsin Patient Compensation Fund Statute	\$1,000,000 Per Occurrence \$3,000,000 Annual Aggregate  As required by State Statute
Any non-qualified Provider under Sec 655 Wisconsin Patient Compensation Fund Statute State Of Wisconsin (indicate if Claims Made or Occurrence)	\$1,000,000 Per Occurrence/Claim \$3,000,000 Annual Aggregate
Other Licensed Professionals	\$1,000,000 Per Occurrence \$2,000,000 Annual Aggregate, or Statutory limits whichever is higher

## SECTION 4– MANDATORY REQUIREMENTS

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

The Milwaukee County Department of Health and Human Services (DHHS), 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 DHHS must be afforded a thirty day (30) written notice of cancellation or 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. A certificate indicating the above coverages shall be submitted for review and approval by county for the duration of this agreement.

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 are not allowed.

Contractor shall furnish County annually on or before the date of renewal, evidence of a Certificate indicating the above coverages (with Milwaukee County DHHS 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 the 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.

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

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

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

All Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated “A” per Best’s Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the Milwaukee County Risk Manager for approval prior to the commencement of activities under the Contract:

## **SECTION 4– MANDATORY REQUIREMENTS**

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Milwaukee County Risk Manager  
Milwaukee County Courthouse – Room 302  
901 N. 9<sup>th</sup> St.  
Milwaukee, WI 53233

### **OTHER CERTIFICATES AND COMPLIANCE:**

In compliance with Milwaukee County Ordinance 56.17 regarding non-discrimination, equal employment opportunity and affirmative action program provisions, please complete and submit the Year 2009 Equal Employment Opportunity Certificate for Milwaukee County Contracts” and the Year 2009 Equal Opportunity Policy forms that are included in Section 6 “Forms”. Please fill out and sign all other certificates and forms included in the Section 6 “Forms”

## SECTION 5– PROGRAM REQUIREMENTS

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### 5. PROGRAM OR PROPOSAL REQUIREMENTS:

1. The proposed plan must provide affordable housing in neighborhoods that results in significant positive community impact.
2. All project locations must be within Milwaukee County, and all must meet HUD’s goals for the deconcentration of poverty (see 24 CFR 983.57 described in Attachment 1 for site selection standards). Should the subject property not be located in one of the selected jurisdictions, the Proposer must demonstrate the positive impact that the site will contribute to the jurisdiction.
3. All units must meet or exceed HUD’s established Housing Quality Standards (hereinafter referred to as the HQS) prior to occupancy.
4. All project locations must meet HUD’s site and neighborhood standards as described in 24 CFR 983.57 and the County’s Administrative Plan.
5. Successful applicants must execute a Housing Assistance Payment (HAP) contract with the County for a term up to ten (10) years. Execution of such an agreement allows the owner to reserve up to 25% of a subject building’s total units for eligible program participants or, in the case of buildings in which elderly or disabled families receive supportive services, up to 100% of a subject building’s total units for eligible program participants. At the end of the initial term, all agreements are renewable, with the mutual agreement of both the property owner and the County in one-year increments.
6. The gross rent (rent plus utility allowance) for all subsidized units will be established as the lesser of:
  - a. An amount not to exceed the reasonable rent as determined by the County in accordance with 24 CFR part 983.301.
  - b. Up to 110% of Fair Market Rent (FMR). FMR is the standard rent for comparable private market units in the subject area; or
  - c. A HUD-approved Exception Rent Limit, as determined by the County in accordance with 24 CFR part 982.503.
7. The County must inspect all sites, including a sample of units, and review complete drawings and blueprints in the case of rehab or new construction, prior to any construction activities or any award of assistance.
8. The County must review and approve each owner’s proposal for financing the project.
9. The proposed housing must be available for occupancy within 12 months following the execution of an Agreement between the Owner and the County, at which time the County

## **SECTION 5– PROGRAM REQUIREMENTS**

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

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

### **II. Other Important Program Requirements**

1. Applicants must ensure that proposals meet other key HUD regulations and County guidelines, as highlighted below.
  - a. The Project-Based voucher program requires compliance with all equal opportunity requirements under federal law and regulation, including the authorities cited at 24 CFR 5.105 (a).
  - b. Applications must classify properties in one of three categories, according to the property’s present condition and the proposed improvement plans:
    - i. “Existing” properties that substantially comply with the County’s HQS standards at the time of notice of PHA selection (HQS standards, 982.401, Attachment 2).
    - ii. “Rehab” properties that require \$1,000 or more in improvements per subsidized unit in order to make the unit HQS compliant or to complete other major building systems or configuration changes. The prorated amount for common area improvements must be counted as part of the total cost.
    - iii. “New Construction” properties are those proposed for construction. No construction activities may occur prior to County approval of all construction and project specifications.
2. The County will pledge, through execution of a HAP contract(s) with the successful Proposer(s) to provide vacancy payments for periods of up to 30 days in an amount up to one month’s rent as long as the owner is not at fault for the vacancy and regularly works diligently to avoid or minimize the length of any vacancies.
3. Proposals for existing and rehabbed housing must include the Owner’s certification that no current occupants will be permanently displaced. If temporary relocation becomes necessary, the owner must certify that an equitable and compliant relocation process will be utilized. Relocation regulations apply equally to all tenants of rehabbed units who are in place upon submission of an application, regardless of whether they will occupy a subsidized unit. All relocation activities must comply with 24 CFR 983.7, the Uniform Relocation Assistance and Real Property

## **SECTION 5– PROGRAM REQUIREMENTS**

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- Acquisition Policies Act of 1970 (as amended (URA) (42 U.S.C. 4201-4655)), 49 CFR part 24 and all local, state and federal statutes. Additionally, all relocation activities are the statutory and financial responsibility of the Proposer. The County reserves the right to reduce the total number of subsidized units per site to adjust for ineligible residents that are in place prior to the attachment of Site-Based Assistance.
4. All relocation costs are the sole responsibility of the Proposer. No tenant, regardless of subsidy status, may incur any non-reimbursable cost or increase in living expenses because of the proposed rehabilitation.
  5. The Site-Based Assistance subsidy will be permanently attached to each assisted unit. The subsidy will become attached to a particular unit after the first subsidized occupant moves in. Thereafter, only qualified program participants may occupy those specific units.
  6. Inasmuch as the County’s goal, as stated in this RFP, is to serve the housing needs of persons disabled by mental illness, the County shall select tenants for occupancy from a list created in accordance with CFR 983.251 (d) (1) through (3).
  7. All applications will be ranked according to specific criteria, based on the County’s criteria. The successful Proposer(s) may enter into a contract with the County for a predetermined amount of units. The ranking criteria are listed on page 9 of this RFP.
  8. All assisted units will be inspected by the County on an annual basis to verify continued compliance with HUD’s Housing Quality Standards.
  9. The County will not award Site-Based Assistance for shared housing, cooperative housing, transitional housing, manufactured home space rental, or the homeownership option. Additionally, the County will not award Site-Based Assistance for properties that are already subsidized under the following programs: Public Housing, any form of Section 8, any local or state rent subsidy, Section 236, Section 521, Section 202, Section 202 Loan, Section 811 or Section 101 Rent Supplement.
  10. All building sites and neighborhood locations proposed for rehabilitation or new construction must receive HUD approval prior to the award of subsidy. The sites and neighborhoods will be assessed for the fulfillment of specific HUD criteria, as referenced in 24 CFR 983 and the County Agency Plan.
  11. All awards of subsidy are conditional upon the successful completion of an environmental review by the respective local government for each building site and neighborhood location in accordance with 24 CFR part 58.

## SECTION 5– PROGRAM REQUIREMENTS

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### PROPOSAL CONTENT MUST ADDRESS:

The minimum required information is listed below.

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

## SECTION 5– PROGRAM REQUIREMENTS

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6. Evidence of Zoning Compliance – Written documentation that all proposed rehab or new construction meets zoning requirements is required. Or, if rezoning or a variance is necessary, the application must include written documentation from the controlling municipality that the action is likely to be approved within 30 days of an award of subsidy.
7. List of current rents and proposed contract rents for all units. The list should detail all services and utilities that are included in each rent. If the current and proposed rent amounts differ, a written statement explaining the disparity should be included.
8. Utility Analyses for All Units. Each analysis should show a list of owner paid utilities, a list of tenant paid utilities, the documented usage history for all utilities and the proposed utility allocation for each unit.
9. Required Owner’s Certifications
  - a. Present occupancy of existing units to be subsidized, including resident names, unit numbers and bedroom sizes.
  - b. Proposed management and maintenance plan. This plan should describe all aspects of the site management plan, including the current and proposed Resident Selection Policies. The plan should also describe the preventive, routine and emergency maintenance procedures for the entire site.
  - c. Complete financial plan and a written certification that all necessary financing will be obtained within 60 days following selection.
10. Complete Relocation Plan, if necessary – The plan should explain all anticipated relocation activities including:
  - a. The number of families to be relocated
  - b. A written description of the site(s) which will be used for the temporary and/or permanent relocation of tenants, including the address(es)
  - c. The agent who will execute the plan
  - d. The total relocation cost
  - e. The source of funds for all relocation activities
  - f. The estimated length of temporary displacement
  - g. The proposed terms of tenancy upon the re-occupancy of the rehabilitated unit
  - h. Relocation options provided to the current residents

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**FORMS**

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**YEAR 2009 INDEMNITY, DATA & INFORMATION  
SYSTEMS COMPLIANCE, HIPAA**

**Indemnity/Insurance**

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

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

**Provision for Data and Information Systems Compliance**

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

**Health Insurance Portability and Accountability Act**

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

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Proposer: \_\_\_\_\_

**YEAR 2009 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR  
MILWAUKEE COUNTY CONTRACTS  
TO BE COMPLETED AND SIGNED BY ALL APPLICANTS**

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

**Non-Discrimination**

VENDOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age or handicap which includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

VENDOR will post in conspicuous places, available to its employees, notices to be provided by the County setting forth the provision of the non-discriminatory clause.  
A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.

**Affirmative Action Program**

VENDOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and handicapped persons and other protected groups, at all levels of employment in all divisions of the seller's work force, where these groups may have been previously under-utilized and under-represented.

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

**Non-Segregated Facilities**

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

**Subcontractors**

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

**Reporting Requirement**

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

**Affirmative Action Plan**

VENDOR certifies that, if it has 50 or more employees, it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Amos Owens, Audit Compliance Manager, Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4246].

VENDOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with any of the following: The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4246].

If a current plan has been filed., indicate where filed \_\_\_\_\_ and the year covered\_\_\_\_\_.

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

**Employees**

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

**SECTION 6- FORMS**

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**Compliance**

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

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by: Firm Name.

By \_\_\_\_\_ Address \_\_\_\_\_

(Signature)

Title \_\_\_\_\_ City/State/Zip \_\_\_\_\_

**SECTION 6- FORMS**

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**YEAR 2009 EQUAL OPPORTUNITY POLICY**

\_\_\_\_\_ is in compliance with the equal opportunity policy and standards of the Wisconsin Department of Health and Family Services and all applicable Federal and State rules and regulations regarding nondiscrimination in employment and service delivery.

**EMPLOYMENT - AFFIRMATIVE ACTION & CIVIL RIGHTS**

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

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

**SERVICE DELIVERY - CIVIL RIGHTS**

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

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

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

To ensure compliance with all applicable Federal and State rules and regulations regarding Equal Opportunity and nondiscrimination in employment and service delivery, \_\_\_\_\_ has been designated as our Equal Opportunity Coordinator. Any perceived discrimination issues regarding employment or service delivery shall be discussed with Ms./Mr. \_\_\_\_\_. Ms./Mr. \_\_\_\_\_ may be reached during weekdays at \_\_\_\_\_.

A copy of the Affirmative Action Plan and/or the Civil Rights Action Plan including the process by which discrimination complaints may be heard and resolved is available upon request.

\_\_\_\_\_  
(Director or Chief Officer)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**This Policy Statement shall be posted in a conspicuous location.**

**SECTION 6- FORMS**

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**YEAR 2009 AGENCY DESCRIPTION AND ASSURANCES**

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

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

**The Vendor has on file and agrees to make the following documents available for review upon request by Milwaukee County DHHS.**

- \_\_\_ Articles of Incorporation (*applicable for Corporations only*)
- \_\_\_ Operating Agreement (*applicable for LLC only*)
- \_\_\_ Bylaws (*applicable for Corporations only*)
- \_\_\_ Personnel Policies
- \_\_\_ A client grievance procedure informing clients of their rights and identifying the process clients may use to enforce those rights. The procedure is in compliance with Wisconsin Statute §51.61 and Wisconsin Administrative Code HFS 94.
- \_\_\_ Accounting Policies and Procedure Manual in compliance with the General Accepted Accounting Principles (GAAP) .
- \_\_\_ A 'whistleblower' policy and procedure that enables individuals to come forward with credible information on illegal practices or violations of organizational policies. This policy must specify that the organization will not retaliate against individuals who make such reports.
- \_\_\_ A conflict of interest policy and procedure to ensure all conflicts of interest, or appearance thereof, within the organization and the Board of Directors (if applicable) are avoided or appropriately managed through disclosure, recusal, or other means. At a minimum, the policy should require full written disclosure of all potential conflicts of interest within the organization.
- \_\_\_ A code of ethics policy, which outlines the practices and behaviors expected from trustees, staff, and volunteers. The code of ethics policy shall be adopted by the board and shall be disseminated to all affected groups as part of orientation and updated annually.

**Vendor agrees that County representatives, the Milwaukee County Department of Audit and representatives of appropriate Federal, State or local agencies, not inconsistent with the applicable provisions of state and federal laws and regulations relating to the confidentiality of case records, shall have the right to inspect at all reasonable times all data and records relating to the contract for a period of up to four (4) years after completion of the contract.**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Agency: \_\_\_\_\_

**SECTION 6- FORMS**

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**YEAR 2009 ORGANIZATION OWNERS/STOCKHOLDERS/OFFICERS**

Please list each of the organization’s owners/stockholders/officers/LLC managers, and indicate the office title, the percentage of ownership interest, amount of prior year’s distributions or dividends, and the total amount of compensation from the agency during the prior year. **Please note that only those stockholders holding twenty percent or greater interest must be listed.**

Name	Stockholder/Owner/ Officer/LLC Manager Status	Office Title	% Owner- ship	Amount of Distributions/ Dividends (\$)	Total Compen- sation (\$)
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
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	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				
	<input type="checkbox"/> Stockholder/Owner <input type="checkbox"/> Officer/LLC Manager				

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Agency: \_\_\_\_\_

**SECTION 6- FORMS**

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**YEAR 2009 BOARD OF DIRECTORS OWNERSHIP, INDEPENDENCE, AND GOVERNANCE  
(Applicable to Nonprofit Corporations Only)**

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

If a resume is submitted, the resume should describe the board members' education and experience in financial literacy, as applicable.

Board Member Name	Office Title	Term/Yrs Remaining	Compensated? (Yes/No)	Independent? (Yes/No)	Resume Attached (Yes/No)

Are positions of President/Chief Executive Officer, Board Chair, and Treasurer held by separate individuals?

- Yes
- No

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

**SECTION 6- FORMS**

**YEAR 2009 DISCLOSURE**

**Milwaukee County Employee**

Submit a list of any Milwaukee County employee, or former County employee to whom your agency paid a wage, salary, or independent contractor fee during the preceding three-year period. Include payments made during 2006, 2007, 2008 to any person who was at the time of payment, also employed by Milwaukee County.

Employee	2006 Wages	2007 Wages	2008 Wages

**Related Party Relationships**

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

Name	Relationship	% or Estimated Income

Submit a full disclosure of the relationship, including the extent of interest and amount of estimated income anticipated from each source, for each individual if any board member, stockholder, officer, owner, employee or member of any of the aforementioned immediate family serve on the Board of Directors of subsidiaries and/or affiliates of the agency or any other firm from which materials or services are purchased by the agency.

Name	Relationship	% or Estimated Income

**\_\_\_ No employment relationship with Milwaukee County employees and no related party relationship, as defined above, exists.**

\_\_\_The agency does not rent from or contract with any person who has ownership or employment interest in the agency; serves on the Board of Directors; or is a member of the immediate family of an owner, officer, employee, or board member. **If such a relationship exists, submit a copy of lease agreements, certified appraisals, and contract agreements, etc.**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Agency: \_\_\_\_\_

**YEAR 2009 CONFLICTS OF INTEREST AND PROHIBITED PRACTICES**

**Interest in Contract**

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

**Interest of Other Public Officials**

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

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

**Prohibited Practices**

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

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

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

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Agency: \_\_\_\_\_

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**ATTACHMENTS**

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