



**REQUEST FOR PROPOSAL: RFP-534**

**Title IA Participation of Children Attending Non-public Schools in Milwaukee, Wisconsin**

This request for proposal consists of 33 pages beginning with this one.

Milwaukee Public Schools (“MPS”) is soliciting competitive sealed proposals from qualified professional firms to provide professional services for City of Milwaukee resident, Title I eligible students attending participating non-public school programs. Proposals must comply with all terms and conditions described in this document.

Proposals will be accepted no later than 11:00 A.M. CST, August 24, 2006. Proposals received after this time will not be accepted.

Mark all documents RFP-534 number here. Mail or deliver all proposals and accessory documents to:

MILWAUKEE PUBLIC SCHOOLS  
c/o JOAN AGUADO-PURCHASING-ROOM 1  
5225 WEST VLIET STREET  
MILWAUKEE WI 53208  
aguadojc@milwaukee.k12.wi.us

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

Submit six sets of your proposal---1 clearly marked original and 5 copies along with one electronic copy.

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 that there is no conflict of interest as defined by section 3.10 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

**For HUB Vendors**

By checking the agency of certification, attaching a copy of my HUB certification, and listing the expiration date of the certification to this bid, I certify that I am a HUB vendor.

**AGENCY OF CERTIFICATION**

Wisconsin Supplier Development Council  
Wisconsin Department of Commerce  
Business Educational Consortium, Inc.  
Milwaukee County Disadvantaged Business Development  
SBA 8A  
Other (Please specify) \_\_\_\_\_

**EXPIRATION DATE**

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**MILWAUKEE PUBLIC SCHOOLS**

RFP – 534

**Title IA Participation of Children Attending Non-Public Schools in Milwaukee, Wisconsin**

## 1.0 REQUEST FOR PROPOSAL OVERVIEW

Project Name: Title IA Participation of Children Attending Non-public Schools in Milwaukee, WI  
RFP Number: RFP-534  
RFP Release Date: July 13, 2006  
RFP Due Date: August 24, 2006

### 1.1 Definitions

District means the Milwaukee Public Schools.

MPS means the Milwaukee Public Schools.

RFP means Request for Proposal

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

Contractor means each successful respondent awarded a contract.

HUB (Historically Underutilized Business) is a for-profit business that is 51% or more owned, controlled, and managed by a minority, woman, or small business owner who has been certified as such by an MPS recognized agency.

DDCE means Division of Diversity & Community Engagement.

COIN means Communities In Need. It is a hiring program targeting neighborhoods stricken with a sizeable percentage of its families with incomes insufficient to improve their financial condition.

Student Engagement means a method of further educating MPS students through work activities, professional experiences, and job opportunities.

### 1.2 Scope of Services Sought

Title I of the Elementary and Secondary Education Act (ESEA), as amended by the “No Child Left Behind Act of 2001” (P.L. 107-110: NCLB), provides Federal financial assistance to local educational agencies (LEAs) to ensure that all children have a fair, equal, and significant opportunity to obtain a high-quality education and reach, at a minimum, proficiency on challenging academic standards. Accordingly, Title I requires each participating LEA to provide Title I services to eligible non-public school children. These services must be equitable to those provided to public school children in each LEA.

The purpose of this contract is to ensure that eligible children attending non-public schools in Milwaukee receive equitable Title I service. This procurement is made pursuant to Sections 1120(e) and 9504 of the ESEA. A portion of the Title I allocation to each LEA shall be withheld from the Title I allocation and shall be used in this procurement to provide Title I services to eligible non-public school children.

The target population is non-public school children identified as failing or most at risk of failing to meet challenging State academic content and student academic achievement standards, and who live in the City of Milwaukee and who are enrolled in participating non-public schools.

MPS is inviting qualified vendors to submit proposals to provide professional services for City of Milwaukee Title I eligible students attending participating non-public schools. Services may include but are not limited to:

1. Extended-day Services (before or after-school, summer or weekend programs);
2. Family Literacy Programs;
3. Counseling Programs (which may be used to supplement Title I educational services);
4. Computer-Assisted Instruction (CAI), which may be used as central focus or as a supplement to other services;
5. Home Tutoring;
6. Take-Home Computers;
7. School Day Services designed to address individual learning needs;
8. Combinations of the above; and
9. Other programs allowable for non-public schools under Title I regulations.

In 2005-2006, MPS served Title IA students in 134 non-public schools. Here are total budgeted amounts for each category of Title IA service for eligible students attending schools serving Milwaukee resident students: Instruction: \$6,395,604; Professional Development: \$1,295,820; Parental Involvement: \$234, 922. Title IA services were supplied through four contracted service providers in 2005-2006. Similar numbers are anticipated for the term of this contract.

Students to be served will be those judged to be most at risk of not meeting identified academic achievement standards at each school, including students:

- from low income families
- from families for whom there may be impediments to involvement in the education of their children
- with poor school attendance history
- from diverse ethnic backgrounds
- who do not speak or understand the English language
- with exceptional education needs
- who have been identified as adjudicated and at risk youth
- who may be attending the participating non-public school for a semester of less
- being served by non-public school staff members (including some who do not have state certification as teachers or who have not themselves attained high school or post secondary degrees) with unique professional development needs in relation to their ability to serve Title IA students

Milwaukee Public Schools reserves the right to make unilateral modifications to this RFP and contract based on any changes in Title I regulations and guidance that are developed and distributed after issuing of the RFP and signing of the contract. The contractor shall agree to implement Title I services governed by this contract in accordance with all applicable Title I statutory and regulatory requirements.

The objective of Title I is to assist eligible non-public school children in acquiring the knowledge and skills necessary to meet challenging State academic content and student academic achievement standards. This objective shall be accomplished by:

- Providing eligible non-public school children enrolled in participating schools with supplemental educational services such as reading, math, language arts, and other benefits on an equitable basis to those provided to public school students;
- Using program resources to help participating children to meet challenging student academic achievement standards expected for all children;
- Using effective methods and instructional strategies that are based on scientifically based research, that provide an accelerated, high quality curriculum and that give consideration to extended learning time;
- Coordinating with and supporting the educational program in the classroom;
- Providing instruction by highly qualified professionals in accordance with the ESEA;
- Providing non-public school teachers of participating children an equitable opportunity to participate in allowable professional development activities;
- Providing strategies to increase parental (family and community) involvement; affording parents meaningful opportunities to participate in the education of their children at home and at school; engaging family and community resources to provide the support needed to foster school success (for example, efforts to encourage attendance, promote socio-emotional well being that will allow academic achievement, ensure that physical needs are being met) and;
- Reviewing, on an ongoing basis, the progress of participating children and revising the program and services, if necessary, to provide more effective services.

### **1.3 Qualifications of Vendors**

Vendors must be able to demonstrate a clear and proven track record of educational services.

Other client projects that demonstrate equivalency are acceptable. The successful vendors will be responsible for providing required expertise and personnel. The successful vendors will be required to list their firms' proven track records as well as the names and résumés of the individuals assigned to the MPS contract. Firms also must identify who will be in charge of the project. Proposers must also provide three client references (school districts), including specific contract information: staff names, titles, phone numbers, and e-mail addresses. A Client Reference Form is attached as Appendix A.

### **1.4 Eligibility of Vendors**

Vendors must be able to demonstrate, on demand, that they have the financial support, assets, and organization to ensure they can provide the products and services required in this RFP. The District may consider evidence of financial and technical qualifications in making the award.

### **1.5 Pricing**

Respondents to this RFP should clearly state their firm's pricing structure. All fees, charges, billing rates, etc. should be explained in detail. If charges are tied to deliverables, the deliverables and associated charges must be

identified. Payments should not be associated with the passage of time. MPS does not pay in advance for services. Travel and training costs attributable to the vendor should be included in the vendor's billing rates. MPS does not reimburse directly for these costs. If you have a different cost structure it should be explained here.

## **1.6 Historically Underutilized Business (HUB) 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 works to teach students.

To that end, MPS encourages the use of HUB firms. HUB firms are defined as for-profit businesses 51% or more owned, controlled, and managed by minority, women, or small business owners. MPS has an annual HUB participation goal of 35% of all purchase dollars deemed applicable to assignment of HUB requirements. The HUB participation requirement for this RFP is 25%.

If you are not a HUB firm, but seek to fulfill the HUB requirement, you may do so by engaging in a joint venture<sup>1</sup> with (a) HUB firm(s), by subcontracting with (a) HUB firm(s), or by making second-tier purchases from (a) HUB firm(s). The District encourages joint ventures as a method to meet the HUB requirement. A list of certified HUB vendors is attached as Appendix A. This is **not** a comprehensive list of HUB vendors. Respondents are free to meet HUB participation requirements with any HUB vendor as long as proof of certification is provided.

You must submit information on how you expect to meet the HUB requirement for this project with the proposal or it may be considered non-responsive. The information should be submitted as follows:

Fill out and submit a HUB Utilization Plan. 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. This means that HUB functions must be commercially useful to this project (a sample HUB Utilization Plan is attached as Appendix B).

- A. Additional Information for record keeping purposes includes:
1. A copy of each firm's Affirmative Action Statement (prime and subcontractors).
  2. MPS is committed to the employment of individuals who live in the city of Milwaukee whenever possible. Please indicate resident ® or non-resident (nr) next to each team member, along with ethnic and gender information.
  3. Provide information on any student engagement activities. (*See* section 1.1.)

## **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 approximately 95,600 students, preschool through grade 12, in 223 Schools. There are 126 elementary schools (including 47 K-8s), 27 middle schools, 54 high schools, 13 middle/high schools, and 3 schools with grades ranging from elementary to high. Schools are a mix of traditional, charter, and alternative/partnership schools. MPS has a history of supporting innovative programs. MPS is a majority minority district; about 59% of MPS students are African American, and nearly 20% are Hispanic. Seventy-five percent of all MPS students receive free/reduced price lunches. The fiscal year 2006 budget includes 11,013 staff positions; over 6,500 of these are teacher or school administrator positions.

MPS is governed by a nine-member elected Board of School Directors. One member is elected at large, and eight members are elected from specific district boundaries within the city. Members serve four year terms. The Board holds monthly public meetings in addition to monthly committee meetings.

### **2.2 The District's Mission**

Milwaukee Public Schools will ensure that maximum educational opportunities are provided for all students to reach their highest potential so that:

- ❖ Students achieve their educational and employment goals, and

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<sup>1</sup> A joint venture is a business arrangement in which two or more parties undertake a specific economic activity together.

- ❖ Parents choose Milwaukee Public Schools to educate their children.

### 2.3 The District's Core Beliefs

The district's core beliefs serve as the foundation for making decisions throughout the district. 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 divisions support student achievement;
- Families are valuable partners;
- Community partnerships add value.

At both the school and the district level, staff is strengthening capacity in five areas. These Capacity Builders are designed to support improved student achievement and reduction of achievement gaps. The Five Capacity Builders include:

1. Data-driven educational plans;
2. Professional Learning Communities;
3. Alignment of learning targets, instruction, and assessment;
4. Fiscal responsibility, aligning resources to educational plan strategies; and
5. Shared decision-making.

### 2.4 District Strategies

The reform efforts in Milwaukee Public Schools include the following strategies:

- Providing literacy coaches to assist teachers in incorporating reading, writing, and communication skills into every subject area;
- Promoting a culture of literacy and numeracy through Comprehensive Literacy and Mathematics Frameworks;
- Providing Principal Coaches to nurture leadership skills within the schools and the community;
- Establishing and supporting smaller high schools;
- Setting Learning Targets so that every teacher, parent, and child knows what's to be learned at each grade level across all content areas;
- Partnering with community organizations and institutions;
- Developing services for and improving the capacity of neighborhood schools;
- Assisting students with health concerns, thus reducing barriers to learning caused by health problems;
- Creating an accountability system for both Central Services and schools.

### 2.5 MPS Administrative Policy 1.03: Parent Empowerment

The Board acknowledges, affirms, and embraces parents as the first and foremost educators of their children. Further the Board:

- a. Commits to provide the resources and support needed to increase parental knowledge, access, accountability, and decision making;
- b. Recognizes that the needs and interests of parents and students must be central to achieving school and district-wide goals and objectives;
- c. Commits to respecting and empowering all parents;
- d. Commits to eliminating barriers to parental empowerment;
- e. Commits to the establishment of a parent organization (PTA, PTSO, PTO, parent club, etc.) in each school, with the organizational format to be determined by the parents;
- f. Commits to broadening parental input into the development of all policies, plans, and procedures that have an impact on the education of children in the Milwaukee Public Schools;
- g. Acknowledges that parents have a right to advocate for their children and to be accorded respect by all Milwaukee Public Schools employees.
- h. Shall ensure that each school forms a shared decision-making group comprising at least 33% parent representatives and not more than 50% school community representatives. The school community representatives are to include staff and at least two students from the middle and high school levels. Parent representatives are to be chosen by parents, and student representatives by

students. Community representatives could include the business community and community agencies and organizations;

- i. Commits to establishing written and formalized procedures for hearing and resolving the complaints and concerns of parents through the parent service center.

### **3.0 STATEMENT OF WORK**

#### **3.1 TASK 1: MEET WITH MPS OFFICIALS**

The contractor shall participate in a meeting with Milwaukee Public School officials within no more than ten (10) working days after the effective date of the contract award to discuss the management plan submitted with the proposal for this contract. This requirement shall not modify or alter the contract, but shall further refine the general procedures included in the proposal.

#### **3.2 TASK 2: INITIAL MANAGEMENT PLAN AND REPORT**

The contractor shall implement the management plan that was developed for the response to this Request for Proposals and approved by MPS. The required elements of the initial plan include:

1. A discussion of methods of quality control for products and general operational performance;
2. A discussion of proposed lines of authority, coordination and communication among subcontractors (if any), field based staff (if any), and the management staff;
3. An indication of time commitments of key personnel, by task or activity and for the project as a whole, expressed in person days. A chart shall be included, which summarizes this information;
4. A chart showing tasks and subtasks, deadlines, decision points, and deliverables over the duration of the contract. The expected ending date for each task and subtask, in calendar weeks from the implementation of the contract, shall be indicated. The individual(s) to be involved or consulted for each decision point shall also be included;
5. Submission of a plan to assess annual progress (see section 3.10)
6. A discussion of the contractor's use of subcontractors, if applicable, including procedures for monitoring and evaluating the performance of subcontractors. A general statement of how each proposed subcontractor shall contribute to the project effort shall also be included, if appropriate;
7. A list of materials or services the contractor expects MPS or participating non-public schools to provide;
8. Time for required MPS approval before initiating work on key events or tasks.

As indicated above, this requirement shall not alter the terms of the contract or the proposed design of the contract, but is designed to provide better management information for use by both the contractor and MPS in monitoring the work to be performed, the time of performance, and the resources to be utilized.

Within no more than ten working days of the post-award meeting described in Task 1, the contractor shall prepare and submit to MPS an Initial Management Report for the accomplishment of the tasks, subtasks, key events, deadlines, and deliverables.

MPS shall notify the contractor of the approval or required modification within ten working days after receipt of the initial MR. Further changes in the MR may be required as work progresses. Such changes shall be subject to review and revision by MPS.

#### **3.3 TASK 3: MONTHLY EXPENDITURE AND EXCEPTION REPORTS**

The contractor shall submit to MPS, within ten working days after the end of each month, an expenditure and exception report on a form provided by MPS. The expenditure report must present cumulative expenditures since the beginning of the each contract year, and must present the unobligated contract balance at the end of each reporting period. The exception report shall report on the contractor's success in the implementation of their Management Plan. Exceptions might include information about assigned schools not being served, difficulty in provision of accurate and complete eligibility reports, difficulties in staffing or any other information about services not being offered as required under the terms of the RFP or contract. If there are not exceptions, the report shall merely state there are no exceptions. However, if there are exceptions to the Baseline Management Report, the contractor shall describe the exception, describe the cause for the exception, and describe plans for solving the problem(s).

#### **3.4 TASK 4: NOVEMBER MANAGEMENT REPORT: CONTENT AND GUIDELINES**

The contractor shall update the Management Report developed in the proposal for this contract and approved by MPS for the school year under contract. The contractor shall implement its program and shall submit an updated Management Report to MPS by November 15 of the contract year. MPS may seek clarifications or updates on information submitted in the November Management report as the contract year proceeds. The November report will also include information on the following items:

- 1) Contractor Employees: The contractor shall submit information about qualifications and criminal background checks of persons serving Title I students, the number of full-time equivalent (FTE) staff and current Title I staff salaries.
  - a) The contractor shall recruit, assign, supervise, and provide orientation to highly qualified personnel, hire and assign employees, including Title I personnel, without regard to their religious affiliations, or lack of such affiliations; and maintain a list of qualified substitute personnel to ensure continuity of services in cases of extended staff absence.
- 2) Results of Title IA fall testing.
- 3) Status of the MPS provided Title I student Eligibility Reports from each school vendor is contracted to serve
  - a) Eligibility Reports must contain complete and accurate demographic information, eligibility criterion, Title I ranked need and an indication of subject areas addresses in Title I program for each student being served. Additionally, Eligibility Reports must contain current school enrollment information and an assurance from participating schools that all participating students are City of Milwaukee residents with parental consent for Title I program participation.
  - b) Eligibility reports must indicate service to students in greatest need, so no students with lower Title I ranked need will be served until all students with higher ranked need are being served.
  - c) Reports at non-public, Targeted Assistance schools should also reflect service to eligible students and not to participating schools. Focused and ample service for participating students in greatest need should be considered over the extension of services to a large percentage of non-public school students, even if very high percentages of students meet Title I eligibility criterion.
  - d) To be eligible to receive Title I service, a non-public school child must reside in a participating public school attendance area and must meet the criteria in Section 1115(b) of the ESEA. Under that section, certain children would be eligible by virtue of their status: for example, homeless children and children who in the preceding two years participated in Head Start, Even Start, Early Reading First, a Title I preschool, or Title I, Part C. However, the criterion that a student is failing, or most at risk of failing, to meet challenging academic content and student academic achievement standards is, for the majority of non-public school children, likely to be the criterion by which eligibility for Title I services shall be determined.
  - e) In consultation with MPS and non-public school officials, the contractor shall establish criteria to determine which non-public school children are eligible and, within the eligible group, which children shall be served. The contractor shall either select non-public school children who are failing, or most at risk of failing, to meet Wisconsin's academic content and student achievement standards or shall select non-public school children who are failing, or most at risk of failing, to meet high levels of achievement comparable to those required by the state's challenging academic content and student academic achievement standards using multiple, educationally related, objective criteria. In some instances, it may not be appropriate to expect non-public school children to meet the state's standards--for example, if those standards are not aligned with the curriculum of the non-public schools. If the contractor, in consultation with non-public school officials, determines that it would be inappropriate to measure the achievement of participating non-public school children in relation to the state's academic content and student academic achievement standards, the contractor shall develop alternative standards that provide reasonable promise of those children achieving the high levels called for by the state's student academic achievement standards.
  - f) Children from grades 2 and below shall be selected solely on the basis of such criteria as teacher judgment, interviews with parents, and developmentally appropriate measures.
  - g) Title I funds may not be used to identify those non-public school children that are eligible to participate. Title I funds, however, may be used to select participants from those who are eligible and to determine the specific educational needs of participating children.
  - h) One to two page program description summary for distribution to non-public schools during the annual vendor selection process. Summary should include information about program goals and activities, per pupil costs, times and duration of services, grade ranges to be served and program capacity (limit to schools/students that might be served).

- 4) Allocation and Use of Title I Funds
  - a) It is expected that Title I services will be delivered based upon available school allocations. Failure to provide such services in a timely and satisfactory way (as determined by MPS) may result in the reassignment of school allocation(s) to another contractor or a district decision not to renew a contract for subsequent school years.
  - b) If services to assigned schools are not being offered because schools have refused all or part of services available to them with allocations provided, statements signed by non-public school administrators to that effect are to be submitted with the November Management Report or with a monthly billing statement as soon as possible after the school makes that decision. If such a statement is not made available, contractor shall verify refusal of service agreement in a certified letter to the school and submit a copy of the letter as documentation of the refusal. In such cases, funds allocated for the school in question may no longer be used by the contractor for any purpose.
  - c) If schools close during the school year, contractors may bill for expenses related to services provided at that school but after such obligations are met, remaining funds allocated for the school in question may no longer be used by the contractor for any purpose.
- 5) The contractor, in consultation with MPS and non-public school officials, shall choose one, or a combination, of the following options for using the Title I funds generated by non-public school children from low-income families.
  - a) Provide equitable services to eligible children in each non-public school with the funds generated by children from low-income families residing in participating public school attendance areas who attend that non-public school.
  - b) Combine the funds generated by low-income non-public school children in all participating areas to create a pool of funds from which the contractor provides equitable services to eligible non-public school children, residing in participating public school attendance areas, who are in the greatest educational need of those services. Under this option, the services provided to eligible children in a particular non-public school are not dependent upon the amount of funds generated by low-income children in the school.
  - c) When designing a Title I program(s), the contractor shall design services that shall best meet the needs of the students to be served and that is administratively feasible. There may be instances where, for example, there are a very small number of students to be served at a particular non-public school site. In those instances, alternatives to direct teacher-student instruction should be considered. Such alternative strategies might include computer-assisted instruction, home tutoring, family literacy, and after or before school programs. Regardless of the service design, which the contractor shall develop after consultation with MPS and the non-public school officials and parents, the contractor shall justify that the Title I program is administratively feasible to carry out.
- 6) Delivery of Services; Describe services being delivered at contractually assigned non-public schools, including alternatives to direct teacher-student instruction, if any.
  - a) Once students are selected, the contractor, in consultation with MPS and non-public school officials, shall determine what Title I service is to be provided. The non-public school students' needs shall determine what Title I services are appropriate and may be in subject areas or grade levels that are different from those provided to public school students. The type of services to be provided shall give reasonable promise that the children shall make progress toward achieving the state's challenging student academic achievement standards or, alternatively, high standards developed by the contractor, in consultation with non-public school officials. Services may include, but are not limited to:
    - i) Extended-day Services (before or after-school, summer or weekend programs);
    - ii) Family Literacy Programs;
    - iii) Counseling Programs (which may be used to supplement Title I educational services);
    - iv) Computer-Assisted Instruction (CAI), which may be used as central focus or as a supplement to other services;
    - v) Home Tutoring;
    - vi) Take-Home Computers;
    - vii) School Day Services designed to address individual learning needs;
    - viii) Combinations of the above; and

- ix) Other programs allowable for non-public schools under Title Program regulations. (If non-public schools and MPS request vendor services through pooling arrangements under Title Programs other than Title I, contracts separate from any Title I agreement may be developed to address non-public school and district needs.)
- 7) Program Goals/Objectives: Describe instructional programs implemented at schools including subject areas, assessment instruments, content of curriculum, teaching methods, types of equipment and materials, and coordination of instruction with regular classroom teachers.
- a) In consultation with non-public school officials, the contractor shall design Title I programs that provide participating children an equitable opportunity to meet the State's academic content and student academic achievement standards or alternative high standards.
  - b) The program provided to non-public school children shall be based on effective methods and instructional strategies for improving achievement that are based on scientifically based research, give primary consideration to providing extended learning time, and provide an accelerated, high-quality curriculum. Based on the needs of the children to be served, the contractor shall implement the contractor's instructional program, including subject areas, assessment instruments, content of curriculum, teaching methods, and types of equipment and materials that was submitted with this proposal and approved by MPS. The instructional program developed by the contractor shall not only supplement but also coordinate with the instruction that the non-public school children are receiving in their regular classrooms.
- 8) Timely and Meaningful Consultation: Report any difficulties in establishing or maintaining contact or with instituting services at assigned schools. Provide MPS with copies of written communications sent to participating non-public schools as they are sent.
- a) Section 1120(b) of the ESEA requires that timely and meaningful consultation with appropriate non-public school officials shall occur during the design and development of the Title I program for eligible non-public school students and shall continue through implementation and assessment. The contractor shall participate in consultation procedures required by MPS and ESEA.
- 9) Parent Involvement: Report on parental involvement activities and plans.
- a) Section 1120(a)(1) of the ESEA requires that families of participating non-public school children participate, on an equitable basis, in parental involvement activities under Section 1118 of the ESEA. The contractor shall implement the activities required by Title I and described in the Management Report submitted as part of this proposal and approved by MPS.
  - b) The contractor shall reserve not less than 1 percent of the amount allocated under the contract (an amount to be specified by MPS each year for each school) to carry out parent involvement activities, including family literacy and parenting skills.
- 8) Equitable Services for Non-public School Teachers of Title I Participants: Report on professional development activities and plans.
- a) Section 1120(a)(1) of the ESEA requires that non-public schoolteachers of participating Title I students receive professional development. The contractor shall implement professional development activities as required by Title I and described in the Management Report submitted as part of this proposal and approved by MPS.
  - b) The contractor shall spend at least 5% of the funds to provide professional development activities (an amount to be specified by MPS each year for each school) to Title I personnel under 9101(34) of the Act.
- 9) Complaint Procedures: The contractor shall distribute written procedures put into place for the investigation and resolution, within a reasonable time, of complaints made by concerned organizations or individuals concerning violations of Title I or problems in the delivery of services in connection with contractor activities. These procedures shall be distributed annually to MPS, non-public school officials and parents of participating children.

- 10) Program Monitoring: submit to MPS the monitoring instrument that the contractor will use to annually monitor its Title I program. The monitoring instrument shall include, but not be limited to, a review of the following: eligibility and selection of children served; teacher performance, including use of methods and materials; teacher evaluations of student performance; records of student progress; records of communication between Title I teachers and non-public school teachers; records of meetings with parents; reports of student progress to parents; and organization and condition of instructional facilities.
- a) The contractor shall implement monitoring procedures to be used by the instructional supervisors. These procedures shall include, but not be limited to, a monthly monitoring schedule, a record of site visits completed, the results of the visits, and anticipated follow-up.
  - b) The contractor shall include in its monitoring a systematic review of the effectiveness of the maintenance of the secular nature of the programs used for Title I purposes. The contractor shall implement a monitoring system, which includes unannounced visits to each Title I staff member on-site each month. The contractor shall visit all Title I sites serving non-public school children on a rotating basis during each school year.

### **3.5 TASK 5: INSTRUCTIONAL FACILITIES**

The contractor shall obtain facilities and arrange transportation, if necessary, for providing Title I services to selected non-public school students. The facilities shall be suitable for Title I instruction. While it is not necessary to ensure that all religious imagery associated with the non-public school program is absent in Title I instructional space, a valid program must contain safeguards to ensure that public employees do not promote religion in the course of carrying out their Title I duties. These facilities may be space in the non-public school or in public or non-public buildings, portable buildings or other mobile units. Title I services must be provided consistent with the Department's October 2003 Guidance on the Supreme Court's Decision in *Agostini v. Felton* and Title I (Part A) of the ESEA.

Facilities may be leased without charge or for a reasonable charge. Transportation may be provided directly by the contractor or leased from a non-public operator. Selection and leasing of facilities shall be governed by the following minimum criteria:

1. Facilities comply with all health, safety and other municipal building codes, including those for housing and instructing children;
2. Vans, buses, or other mobile units for use as classrooms or for the transportation of children comply with all municipal vehicle and operator traffic codes;
3. Children, teachers and staff, the public, the Federal Government, and property are protected by quality personal injury, liability, and property damage insurance obtained at competitive premiums;
4. The environment in and surrounding the facility is safe and socially appropriate;
5. Children are able to walk or ride in buses or other vehicles to facilities along safe routes in a reasonable amount of time;
6. In cooperation with non-public school officials the contractor develops a schedule of services that is compatible with the availability of facilities and with the regular school schedule, and that contributes to the total instructional needs of students.
7. Reasonable accommodation is made for students with disabilities.

### **3.6 TASK 6: INSTRUCTIONAL MATERIALS**

The contractor shall provide instructional materials to be used in the delivery of Title I services to Title I participants in accordance with the description provided in the Management Report for the selection and distribution of materials that shall ensure the educational appropriateness of the materials for the children to be served and convenient access to the materials by teachers and students. Materials purchased with Title I funds remain the property of Milwaukee Public Schools Title Programs and should be labeled and inventoried as they are purchased and deployed.

### **3.7 TASK 7: STUDENT RECORDS**

The contractor shall develop and maintain appropriate individual student records that reflect the needs of participating students and their progress toward meeting the student academic achievement standards in the subject areas in which they are receiving instruction.

### **3.8 TASK 8: LIST OF ELIGIBLE CHILDREN**

The contractor shall develop and maintain a list of non-public school children who are eligible to participate in the Title I program, as well as a list (by subject area, special services, or benefits) of children who are selected to participate because they have the greatest need for special assistance. The contractor shall maintain documentation that supports the basis for selection. Complete eligibility information for all students to be served must be obtained before service to those students is initiated. Contractors will submit eligibility reports in a database format provided by the district to MPS within 15 days of the start of school year or summer school service at assigned schools and in advance of annual standardized testing for Title I students.

### **3.9 TASK 9: COMMUNICATIONS BETWEEN CONTRACTOR'S EMPLOYEES AND NON-PUBLIC SCHOOL PERSONNEL**

As needed, the contractor and its personnel shall have one on one discussions or meetings with non-public school officials concerning the design and development of the Title I program, as well as discussions concerning the needs and progress of individual children. These discussions and meetings shall be limited to mutual professional concerns regarding the Title I program. These directions are intended to stress the secular, separate and public nature of Title I programming and should not be construed as a prohibition against incidental interactions with non-public school staff members at other times (in faculty lunch rooms, for example). Development of professional relationships in both formal and informal settings are important to effective ongoing interactions related to student progress.

The contractor shall develop and implement strategies for timely and meaningful consultation between the contracted Title I personnel and the non-public school teachers of participating children to ensure that the Title I instructional program supplements and is coordinated with regular classroom instruction received by the non-public school participants. Such communication shall be conducted in a manner that shall avoid excessive entanglement between the Title I personnel and non-public school staff. The contractor shall implement the communication approach, including how and when communications between the Title I personnel and the participating children's regular classroom teacher will occur, as described in the management plan submitted for this proposal and rearticulated in the November Management Report approved by MPS. Such communication might take place in the context of a Title IA "profession learning community" (PLC) consisting of Title IA personnel and non-public school teachers of students receiving Title IA services. Title IA PLC meetings could provide a context for communication about student progress and the identification and provision of professional development designed to support non-public school teachers' ability to address the needs of Title IA students.

### **3.10 TASK 10: ASSESSMENT**

The contractor shall assess annually the progress of each program (i.e., reading, math, language arts, counseling, professional development, parental involvement etc.) that the contractor is providing to determine whether participating non-public school children are meeting, or making annual progress toward meeting, the State's student academic achievement standards or any alternative standards developed in consultation with participating non-public schools, and to determine whether goals for professional development and parental involvement programs are being met.

In consultation with MPS and non-public school officials, the contractor shall establish a definition by which to measure the progress of the Title I program for non-public school participants. In measuring progress, the contractor has the flexibility to group children in a manner that shall provide the most accurate information of a program's progress. For example, the contractor may decide to group children by the type of instructional method, grade level, or other appropriate criteria. Number of hours of Title IA intervention should be one criterion to be considered in analysis of progress for student groups.

The contractor will use an assessment system (under section 1111(b)(3) of the ESEA) identified and supplied by MPS to accurately reflect the progress of children served toward meeting challenging academic content and student academic achievement standards.

The contractor shall submit its plan to assess annual progress to MPS for review and approval with its initial Management Plan.

### **3.11 TASK 11: PROGRAM MODIFICATIONS**

If the contractor determines that a program has not made annual progress, the contractor, in consultation with appropriate non-public school officials, shall make modifications to the instructional program that are warranted and have the greatest likelihood of improving the performance of participating children in meeting the state's student academic achievement standards or any alternative standards developed in consultation with participating non-public schools.

### **3.12 TASK 12: LIMITATION ON INSTRUCTIONAL ACTIVITIES**

All Title I services shall be provided by employees of the contractor, and not by personnel or representatives of the non-public schools. The contractor's employees shall be supervised by, and accountable to, only the contractor, and not personnel or representatives of the non-public schools.

The contractor shall not engage in team teaching or other cooperative instructional activities with non-public school personnel. The contractor shall not introduce religious matters into its teaching or involve itself in the religious activities of the non-public schools.

The contractor shall provide Title I services, materials, and equipment only to eligible non-public school children.

The contractor and MPS have the final authority to select the non-public school children to be served.

### **3.13 TASK 13: INSTRUCTIONS TO STAFF**

The contractor shall provide oral and written instructions to its staff emphasizing that the Title I program must be conducted in compliance with the restrictions and safeguards set forth in this contract to ensure the secular nature of the Title I program, including the provisions on Selection of Personnel, Instructional Facilities, Communication Between Employees of the Contractor and Non-public School Personnel, Monitoring Instrument, and Limitations on Instructional Activities.

### **3.14 TASK 14: ANNUAL AUDIT**

The contractor shall provide MPS with annual audited financial statements conducted by an independent auditor if services valued at \$300,000 or more are contracted. The independent auditors shall confirm contractor's compliance with the terms of the contract, specifically addressing completion of all Tasks enumerated in this section of the RFP. Contractor shall permit the authorized representative of MPS to inspect and audit all data and records of the Contractor that are related to these services for a period up to three years after completion of the Contract. Contractors are to maintain detailed expenditure reports for each school served. These expenditure reports shall be available to MPS upon request. Annual audit reports are to include detailed expenditure reports for a small number of schools to be named by the district. Annual audit will begin within 90 days of the close of the contract year. The contractor shall submit to MPS two copies of the annual audit report no later than two weeks after the contractor receives the audit report.

### **3.15 TASK 15: END OF YEAR EVALUATION AND INVENTORY REPORTS**

Within one month of the end of each contract year, the contractor shall prepare and submit an end of year evaluation and inventory report, which includes:

- 1) The results of the assessment of the Title I programs the contractor is providing, demonstrating whether participating children are meeting, or making annual yearly progress toward meeting the state's student academic achievement standards or the alternative standards;
- 2) A description of program services and activities, especially new services, activities, methods, etc., and the result of their use;
- 3) A description of the performance of Title I personnel, including a description of performance ratings, description of exceptional instruction and services, description of and reasons for unsatisfactory performance, and other information on teacher performance that may have affected, positively or negatively, student achievement;
- 4) An evaluation of the parental involvement activities to determine the effectiveness of the activities in increasing the participation of parents, to identify barriers to greater participation of parents in activities, and to use the findings to improve the strategies for program improvement and parental involvement;

- 5) An evaluation of professional development activities conducted for eligible non-public school staff members.
- 6) Special problems encountered and solutions applied or anticipated; and
- 7) Complaints and status of their resolution.
- 8) List of programs not making annual progress along with a report on how the contractor, in consultation with appropriate non-public school officials, shall make modifications to the instructional program that are warranted and have the greatest likelihood of improving the performance of participating children in meeting the state's student academic achievement standards or any alternative standards developed in consultation with participating non-public schools.
- 9) An inventory spreadsheet listing all non-consumable materials purchased for use for non-public school Title I programs. Such materials are to be labeled "Property of Milwaukee Public Schools, Title I" and included in an inventory that indicates their location (building and location within building), initial value, year of purchase, condition and description, including serial or MPS tag numbers if available.

#### 4.0 INSTRUCTIONS TO THE VENDOR

##### 4.1 MPS Contacts

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

RFP Procedures	Joan Aguado Contract Law Specialist	(414) 475-8833 (Office) (414) 475-8104 (Fax) aguadojc@milwaukee.k12.wi.us
HUB Participation	Renee Taylor, Manager Division of Diversity & Community Engagement	(414) 438-3622 (Office) (414) 438-3662 (Fax) taylorrx@milwaukee.k12.wi.us
Insurance Requirements	Chris Toth Director Insurance & Risk Management	(414) 475-8556 (Office)
All substantive RFP questions	Edward Valent Title Program Supervisor	(414) 475-8122 (Office) valentec@milwaukee.k12.wi.us

##### 4.2 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 are to be submitted in writing using either email or fax, with email being the preferred format. All questions are to be sent to Joan Aguado at the email address or fax number shown above. Only questions submitted in writing prior to the deadline noted in Section 3.11 will be answered. No questions will be responded to after that date and time. Substantive responses will be documented by way of addenda, which will be posted on the District's portal.

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.

#### **4.3 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 section 4.2 - 4.3.

#### **4.4 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.

#### **4.5 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.

#### **4.6 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.

#### **4.7 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.

#### **4.8 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. Any restriction on the use of data contained within a proposal must be clearly identified on The Request To Designate Information As "Confidential" Or "Proprietary," Form attached as Appendix C. Proprietary information submitted in response to this RFP will not be made available to the public unless required by the Open Records law of the State of Wisconsin.

#### **4.9 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.

#### **4.10 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.

#### 4.11 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 14, 2006
Deadline for Submission of Written Questions	August 4, 2006
Final RFP Addenda	August 11, 2006
Proposal Due Date	August 24, 2006
Vendor Presentations	Week of August 28

#### 4.12 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	Pass/Fail
<b>HUB Participation</b>	Compliance with the HUB requirements set forth in section 1.	

Criteria	Description	Points
Executive Summary	Narrative overview describing proposed program.	5
Program of Instruction	Describes a program of instruction that addresses the Tasks listed in the Statement of Work with particular emphasis on: <ul style="list-style-type: none"> <li>• Determining Student Needs</li> <li>• Delivery of Services</li> <li>• Coordination of Title I Services with Regular Classroom Instruction</li> <li>• Selection of Instructional Programs that address academic content and student achievement standards</li> <li>• Research proven instructional strategies</li> </ul>	25
Communication	Describes a communication framework that provides <ul style="list-style-type: none"> <li>• Timely and Meaningful Consultation on program services, and instructional choices</li> <li>• Information for all stake holders regarding Title IA program; program for students; student progress; opportunities for professional development for non-public school teachers and educational assistants working with students getting Title IA service and parental involvement, other pertinent issues.</li> </ul>	10
Program Review and Improvement	Describes how the contractor will assess program effectiveness and modify programs to improve student achievement.	10
Parental Involvement	Describes a program of activities and procedures for the involvement of parents of Title I participants.	10
Professional Development	Describes professional development activities for the contractor's Title I staff and the non-public school teachers of the Title I participants.	10
Experience	Demonstrates evidence of experience in providing Title I service.	5
Key Personnel	Provides key personnel with appropriate qualifications including but not limited to a Project Director with training and experience in administration of education programs and other individuals with knowledge and experience in (1) curriculum and interpretation of data (2) effective parental involvement and professional development activities, and (3) general accounting principles and demonstrates accurate record keeping.	10
Management Plan	Has a Management Plan that provides for adequate supervision and quality control and provides time commitment of staff members and	5

	addresses. See section 3.2 for required elements of the RFP management plan.	
Cost Allocation Plan	Provides a cost allocation plan that addresses vendor capacity, per-pupil costs and fund allocation per Section 4.	10
	Total	100

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. The evaluation committee reserves the right to waive irregularities in a proposal, to require clarifying information subsequent to submission of the responses, and to adjust the evaluation criteria prior to the opening of responses. After the opening of the responses, supplemental information may be requested of all respondents, and such additional information may be factored into the evaluation. The evaluation committee 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.

#### **4.13 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 of Schools.

#### **4.14 Appeal of Award**

The award is based on several conditions, price being just one of the elements. Please refer to Section 3.12 Evaluation Criteria to see how the response will be evaluated. Vendors may appeal an award by submitting in writing a request to reconsider to Jim Wegman, Procurement Manager, within 72 hours of the Notice of the Award being posted on MPS' portal, or upon actual receipt of the Notice, whichever is sooner. Vendors must clearly state their reason(s) for an appeal.

#### **4.15 Tax Exemption**

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

#### **4.16 Cost Proposal To Remain Open**

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

### **5.0 PREPARING AND SUBMITTING A PROPOSAL**

#### **5.1 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.

Additional data can be provided in appendices. Responses not following the form outlined below will not be considered. Quality, not quantity, is desired.

## 5.2 Submission of the Response

Respondents must submit six sets of the proposal--1 clearly marked original and 5 copies along with one electronic copy to:

Milwaukee Public Schools  
Ms. Joan Aguado  
Purchasing Services  
5225 W. Vliet Street, Room 1  
Milwaukee WI 53208  
aguadojc@milwaukee.k12.wi.us

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 District 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 and address Request for Proposal title.

## 5.3 Response Organization

### SECTION 1: MPS Cover Page

#### 1.1 Cover Page

MPS Cover Page signed by a vendor representative authorized to make contractual obligations, including that person's contact information. The signatory acknowledges and accepts the terms outlined in the RFP.

Any exceptions to MPS contract's general terms and conditions must be explicitly set forth in this section.

### SECTION 2: Vendor Qualifications and References

#### 2.1 Vendor Qualifications (Background/Qualifications/Experience)

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

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.

#### 2.2 Vendor References

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 may also use other sources to obtain information about the proposed products and services.

#### 2.3 Subcontractor Qualifications & References

Provide names of all subcontractors, and pertinent information regarding their experience and relevant references, including a separate Vendor Reference Data Sheet.

### SECTION 3: RFP Response (Excluding Price)

Responses should be organized to facilitate reviewer analysis in relation to scoring criterion provided in Section 4.12 of this document..

### SECTION 4: RFP Response (Price Information)

## COST ALLOCATION PLAN AND BUDGET

The proposal should:

- Address vendor capacity: indicate the number of schools and students that might be served (number of schools, students units that can be served (students are counted as a student unit for each subject addressed in Title IA classes).
- What fixed vendor personnel costs (FTE and dollar amounts) for professional development and parental involvement are envisioned? How will they be supported by school allocations?
- Provide per-pupil costs related to instructional models specified and others as proposed by vendor:

Estimated Costs - Various Certified Teacher Led Small Group Instruction Models	Instructional minutes per week*	Additional teacher assigned time at school (not including PD)	# of students per group	# of sessions per week	Annual cost per pupil*
Instruction by certified teacher	120		6	2	
Instruction by certified teacher	120		6	3	
Instruction by certified teacher	160		6	4	
Instruction by certified teacher	200		6	5	
Instruction by certified teacher					
Instruction by certified teacher					

\*Assumes additional teacher time dedicated to school for preparation and interaction with staff members to promote student progress

Service	Description	Cost
Summer School (multiple models may be described)	(Describe services envisioned in terms of days, hours, class sizes, students to be served, subject matter.)	
Counseling	(Describe services envisioned in terms of days, hours, class sizes, students to be served, subject matter.)	
Embedded Professional Development: "Professional Learning Community" model -	(Cost per hour of additional after school teacher time – not including costs for stipends for participating non-public school teachers.)	
Embedded Professional Development: "Mentoring" model	(Cost per hour for classroom observation and modeling, meeting with non-public school teacher to support instructional effectiveness for non-public school teachers – not including costs for stipends for participating non-public school teachers.)	
Processing costs for provision of professional development from outside sources (university coursework, seminars, conferences, etc)	Provide costs as % of expenditures	

### SECTION 5: HUB Utilization Plan

If HUB participation is required, you must submit a HUB Utilization Plan. (A sample HUB Utilization Plan is set forth in Appendix B.)

### SECTION 6: Designation of Information as "Confidential" or "Proprietary"

If necessary, please fill out and submit Appendix C.

### SECTION 7: Additional Materials, Brochures, Etc.

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

## 6.0 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.

**6.1 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.

**6.2 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 for up to two additional years.

**6.3 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.

**6.4 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.

**6.5 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.

**6.6 Designation of Subcontractors**

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

**6.7 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.

**6.8 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.

**6.9 Governing Law**

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

**6.10 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	\$10,000 per occurrence*
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.

**6.11 Indemnification**

The Contractor will be required to defend, indemnify and hold harmless MPS, its agents, board members, officers, and employees ("indemnittees") 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.

**6.12 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.

**6.13 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 on a basis.
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.

**APPENDIX A**  
LIST OF HUB PROVIDERS

Educational Vendors

Spano Pratt  
Rose Spano Iannelli  
625 N. Broadway St. #200  
Milwaukee, WI 53202  
Phone: 414-283-9533

Keys to Survival Consulting  
Floyd Montgomery  
6618 N. Teutonia Ave.  
Milwaukee, WI 53209  
Phone: 414-228-6020

Abernathy Consulting  
Edna Abernathy  
5150 N. 32<sup>nd</sup> St.  
Milwaukee, WI 53209  
Phone: 414-820-9614

Bowman Performance Consulting  
Nicole Bowman  
271 River Pine Dr.  
Shawano, WI 54166  
Phone: 715-526-9240

ROCA Management Education & Training  
Ramon Serrato  
425 Barberry St.  
Culpepper, VA 22701  
Phone: 540-825-2817

Printing Vendors

Xpress Copy  
Leonard McGhee  
1818 W. National Ave.  
Milwaukee, WI 53204  
Phone: 414-297-7826

Mr. John Vidal  
Vidal & Associates, Ltd.  
1324 N. 8<sup>th</sup> St.  
Milwaukee, WI 53205  
271-4044

Mr. Leonard McGhee  
Xpress Copy  
2821 N. 4<sup>th</sup> St.  
Milwaukee, WI 53212  
385-0417

Mr. Theophilis Iyasele  
Copy N More, Inc.  
7100 W. Fond du Lac Ave.  
Milwaukee, WI 53218  
536-7512

Ms. Sally Hanson  
Consultants Unlimited  
4940 S. Hawthorne Dr.  
New Berlin, WI 53151  
427-4101

Mr. Robert Vilar  
Vilar Arts, Inc.  
7954 Harwood Ave.  
Wauwatosa, WI 53213  
778-0665

Ms. Cynthia Datka  
C & G Printing  
155 N. 120<sup>th</sup> St.  
Wauwatosa, WI 53226  
443-0027

Mr. Darrel McNeal  
Creative Printing  
1701 Birchwood Ave.  
Des Plaines, IL 60018  
(847) 803-2800

**APPENDIX B**

**HUB Utilization Plan**

**(Page 1 of 5)**

If the contract is awarded to the undersigned bidder, the following subcontractors/vendors will be employed to fulfill the HUB requirement:

THIS SECTION MUST BE FILLED IN COMPLETELY. FAILURE TO LIST ALL HUB SUBCONTRACTORS OR VENDORS MAY RESULT IN YOUR RESPONSE BEING DECLARED INVALID AND REMOVED FROM CONSIDERATION.

For each HUB subcontractor, list the following information. Attach additional sheets if required.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TYPE OF WORK TO BE PERFORMED: \_\_\_\_\_

IS THIS A CERTIFIED FIRM? \_\_\_\_\_ Yes \_\_\_\_\_ No  
 (Include a copy of the current certification with your response)  
 INDICATE WHETHER -MBE, WBE, EBE, DBE, SBA-8A OR OTHER

DOLLAR AMOUNT OF HUB PARTICIPATION: \$ \_\_\_\_\_

PERCENT OF BID: \_\_\_\_\_%

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

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

(Indicate whether a sole trader or partnership or corporation.)

At Milwaukee, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_ 2005

If a corporation, also answer the following:  
 Incorporated under the laws of which state? \_\_\_\_\_

**AFFIX YOUR CORPORATE SEAL HERE:** 

If you are a foreign corporation, are you licensed to do business in Wisconsin?

Print or type the name of the authorized signer: \_\_\_\_\_

Bidder Signature and Title: \_\_\_\_\_

As outlined in the specifications, bidder is required to comply with the specified HUB participation percentages for this contract. THE PARTICIPATION PERCENTAGES ARE MANDATORY. FAILURE TO COMPLY WITH THEM WILL RENDER THIS BID RESPONSE INVALID.

Anticipated MBE vendor/subcontractor participation: \_\_\_\_\_ %

Anticipated M/WBE vendor/subcontractor participation: \_\_\_\_\_ %

Anticipated WBE vendor/subcontractor participation: \_\_\_\_\_ %

Anticipated SBA-8A, EBE, DBE vendor/subcontractor participation \_\_\_\_\_ %

TOTAL: \_\_\_\_\_ %

**TOTAL HUB PARTICIPATION MUST EQUAL 25 %**

**HUB Utilization Plan should include:**

1. Vendor name, contact person, address and telephone number of HUB subcontractor, mentor, or joint venture firm(s) that will be used.
2. Description of services that will be provided (must be a commercially useful function of the project).
3. Dollar amount of the work assigned to the HUB vendor(s).
4. Copies of current minority, woman, disadvantaged, SBA-8A or emerging business certification letters must be submitted in an appendix to the proposal
5. Any other pertinent information necessary to consider the HUB Utilization Plan in relation to the scope of the project.

The following information is to be provided by the bidder for record keeping purposes:

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: \_\_\_\_\_

NOTE: Percentage of minority and women employees within your organization is not considered a part of the required HUB participation.

NAME, ADDRESS, TELEPHONE # AND CONTACT PERSON OF ALL HUB FIRMS CONTACTED  
(Excluding those listed on subcontractor/vendor list) HUB Type TYPE OF WORK

Please list any problems you had in meeting the HUB requirement for this RFP:

**Additional information for recordkeeping purposes only:**

- 1. A copy of each firm's (primes and subcontractors) Affirmative Action Statement.**
  
- 2. Detail of each individual assigned as a team member on the MPS project; job assignment, hours/per cent of project dollars, and ethnic and gender information (prime team and subcontractor team).**
  
- 3. MPS is committed to the employment of individuals who live in the city of Milwaukee whenever possible. Please indicate resident (r) or non-resident (nr) next to each team member, along with ethnic and gender information.**

HUB Affidavit of Business Status

I hereby declare and affirm that I, \_\_\_\_\_ am the owner or duly authorized representative of:

\_\_\_\_\_  
Name of Contractor/Service Provider

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Type of Service Provided

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

The above firm/individual is certified\* by the following. Check all that apply

\_\_\_\_\_ Wisconsin Supplier Development Council

\_\_\_\_\_ State of Wisconsin Department of Commerce

\_\_\_\_\_ Business Educational Consortium Inc.

\_\_\_\_\_ Department of Transportation

(State) \_\_\_\_\_

\_\_\_\_\_ SBA 8A Certified

\_\_\_\_\_ Community Business Development Partners

\_\_\_\_\_ Other Recognized Certification Agency (Please specify.) \_\_\_\_\_

**\*Each HUB firm must submit a letter of certification from an MPS accepted agency.**

\_\_\_\_\_ In the process of being certified by \_\_\_\_\_  
\_\_\_\_\_ Self certifying individual (Form must be completed by a notary public.)

The undersigned affirms the company/individual stated herein is owned, managed, and controlled by one of the following:

\_\_\_\_\_ Minority-Owned

\_\_\_\_\_ Woman-Owned

\_\_\_\_\_ Small Business

\_\_\_\_\_ Emerging Business

\_\_\_\_\_ Disadvantaged Business

\_\_\_\_\_ Other (Please specify below.) \_\_\_\_\_

Tax ID # \_\_\_\_\_

E-mail Address \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title (Please print.)

**THIS PORTION TO BE COMPLETED BY NOTARY PUBLIC**

\_\_\_\_\_  
State of (Please print.)

\_\_\_\_\_  
County of (Please print.)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
My commission expires

\_\_\_\_\_  
Division of Diversity & Community

\_\_\_\_\_  
Date

Engagement Approval

11-17-05

**APPENDIX C**

**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 D – CLIENT REFERENCE FORM**

<b>Contact Information</b>	
Client Reference 1 (School Districts)	
Staff Name and Title	
Phone	
E-mail	
Type of Work Performed for Client	
Client Reference 2 (School Districts)	
Staff Name and Title	
Phone	
E-mail	
Type of Work Performed for Client	
Client Reference 3 (School Districts)	
Staff Name and Title	
Phone	
E-mail	
Type of Work Performed for Client	

**APPENDIX E - BUDGET FORM**

**Professional Services for City of Milwaukee Resident,  
Title I Eligible Students Attending Non-public School Programs**

Name of Vendor: \_\_\_\_\_

<b>Budget Categories</b>	<b>Proposed Budget</b>	<b>Budget Explanation Summary</b>
<b>1. Instructional Costs</b> (defined as: instructional personnel [including instructional support] salary, including fringe benefits, and instructional materials, supplies, computers, and computer peripherals)		
<b>2. Professional Development Costs</b> (Percentage to be determined by MPS, defined as: activities that give Title I personnel and teachers that work with students receiving Title I services the opportunity to meet challenging State academic content standards and student academic achievement standards, improve classroom management skills and are high quality, sustained, intensive, and classroom-focused in order to have a positive and lasting impact on classroom instruction)		
<b>3. Parent Involvement Costs</b> (Percentage to be determined by MPS; defined as: costs associated with the participation of parents in regular, two-way, and meaningful communication involving student academic learning )		
<b>4. Administrative Costs</b> (MPS will not pay for administrative costs in excess of 10% of funds allocated to schools. Funds for administration are provided over and above amounts allocated to schools under ESEA. Administrative costs that are below limits are preferred. They are defined as: costs associated with contract administration, leadership and decision making; program planning, development, and management, fiscal, personnel, property, and procurement management, related		

<p>office services and record keeping; and costs of necessary insurance, legal, safety and security services and including Capital Expenses as defined in section 5595 of the ESEA, which are expenditures for non-instructional goods and services such as the purchase, lease, or renovation of real and personal property, including mobile educational units, and leasing neutral spaces; insurance and maintenance costs; transportation; and other comparable goods and services.)</p>		
<p><b>5. Total Costs</b> (lines 1-4)</p>		